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REPORT

ON THE

CONDITION AND TREATMENT

OF

INDIAN COOLIE IMMIGRANTS

IN THE

FRENCH ISLAND COLONY OF RÉUNION,

AND ON THE

UESTIONS CONNECTED WITH THE PROPOSED RESUMPTION OF EMIGRATION TO THE COLONY.

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INDIAN EMIGRATION

TO THE

ISLAND OF REUNION.

INTRODUCTORY.

IN order to enable the objects and scope of the present report to be understood, it is advisable to prefix to it a brief resumé of the circumstances and correspondence which led to its compilation *

2. Emigration to Réunion has been proceeding from as far back as 1826, but in common with that to other French Colonies was not definitely regulated until the conclusion of the Convention of 1861, which was conceded upon obtaining from the French Government the undertaking to stop recruiting for Negro labourers, practically slaves, on the West Coast of Africa. As time went on, however, it was discovered that the administration in Réunion, both of the Convention and local Labour Laws, had become so lax, so partial to the Creole and unjust to the coolie, that serious abuses prevailed, and that the coolie's condition had become deplorable in the extreme. The result was the appointment in 1877 of a Commission consisting of an English Member, General Sir J. Goldsmid, and a French Member, Admiral Miot. Their joint report as well as a separate communication from General Goldsmid was carefully considered by the Indian Government, who recorded their views in a despatch in which the continuance of emigration to Réunion was made to depend on three essentials, *viz.*,—

Proceedings, August 1882, Nos. 14—16-A.

1st—that the British Consul should have a right to visit and inspect all estates;

2nd—that no re-engagement should be allowed till the expiry of the first contract, and then only subject to the confirmation of the British Consul;

3rd—that all expenses in connection with the immigration service should be obligatory.

The French Government refused to agree to these conditions, and in November 1882 emigration to Réunion was suspended.

Proceedings, May 1883, Nos. 38—47-A.

During the next few years Mr. St. John, the Consul, reported a certain improvement to have taken place; the suspension of emigration had had a good effect on the large planters, who were frightened at the prospect of losing the

* For fuller details and a comprehensive account of the state of things which led to the appointment and subsequent proceedings of the International Commission of 1877, reference should be made to the admirable note compiled by Mr. C. J. Lyall in 1878, which was forwarded to the Secretary of State for India with Government of India Despatch No. 10 of the 8th May 1879, which letter, with the one immediately following it on the 22nd May, contains itself an admirable summary of the principal issues which had to be considered at the time, and many of which unhappily remain in some form or other for consideration still.

labour on which their industry depended. The Island, also, had had the good fortune to come under the régime of a Governor and Protector of Immigrants alike independent and humane. The administration, however, of their successors was less fortunate and many bad features of the system were reproduced.

Proceedings, July 1888, Nos. 12—21-A.

3. In June 1888 the Government of India once more reviewed the whole question, stating that the reports then received—

"further confirm us in the opinion which we have for some time held, but to which we have not hitherto deemed it necessary to give distinct expression, that even if the three conditions laid down are eventually acceded to by the French Government, there would be little or no benefit to our Indian subjects in allowing emigration to be resumed, and that it would be our duty to stipulate for further reforms which are essential to the well-being of Indians in that Colony."

4. The reforms urged were—

(1) that the Protector should be a French official unconnected with the Creole interest, who would work in harmony with the British Consul;

(2) That a form of contract should be adopted which would be complete in itself and such as could be understood by the Indian recruit before he accepts it;

(3) that the kind of work, the wages, the number of holidays and working days, the hours of work, and that the wages specified in the contract are not liable to any local taxation, should all be stated in the contract;

(4) that the right to a return-passage should find a place in the contract, and that it should be distinctly laid down that the conditions of the contract apply equally to second and other engagements as to first engagements;

(5) that the provisions of Article XV of the present Convention, which prescribes the amount of space to be allowed for the conveyance of emigrants from India to the French Colonies, should be made applicable to the return journey.

5. In the same despatch it was added—

"Even if the above conditions are exacted from the Government of Réunion, we doubt whether the Indian immigrant will ever enjoy the advantages which he possesses in the British Colonies and in the Colony of Surinam."

6. Two months afterwards the Government of India again told the Secre-

Proceedings, August 1888, Nos. 18 to 24-A.

tary of State, on a consideration of the Consul's Report for 1887, that—

"Under no conditions should emigration from India to Réunion be allowed to be resumed. These repeated abuses brought to our notice render it imperative that we should not allow any more of our Indian subjects to proceed to a Colony where they are treated with harshness and injustice."

7. Again in September 1890 the Government of India had before them for

Proceedings, September 1890, Nos. 10 to 24-A.

consideration a whole batch of despatches on the Réunion Emigration question.

On learning that the Consul entertained hopes of securing a *modus vivendi* such as would permit the Government of India to remove the existing prohibition of emigration to Réunion, they thought it their—

"duty to point out that to encourage hopes which it may be impossible to satisfy is likely to give rise to inconvenient complications;"

and added that—

"we have been unable to observe any substantial amelioration in the lot of those who remain in the Island. None of the more serious abuses have been remedied or even materially abated. Even if the prospect of a complete failure of the labour-supply should extort the reforms we have pressed for, there will be no security when once the danger is averted against a recurrence of the same harshness and injustice in the administration of the law."

8. In the same despatch the Government of India recommended the acceptance of certain suggestions made for the better administration of Indian immigration in the Colony. These were—

(1) that the Consul should be authorised to visit all depôts where British Indians are lodged;

(2) that time-expired Indians desiring to be repatriated should be at once sent to the "depôt colonial" at St. Denis;

(3) that while in the depôt awaiting repatriation, Indians should not be compelled to work against their will or kept there as prisoners but allowed reasonable liberty;

(4) that at all times of the year, as soon as 300 are assembled at the "depôt colonial," a vessel should be chartered.

9. Of its own motion, also, the Government of India added—

(5) that in place of the 4th condition it would perhaps be equally effectual and more convenient to provide vessels capable of carrying 700 passengers each to leave Réunion on fixed dates twice a year; and

(6) that the *permis de séjour* should not involve forfeiture in *any case* of the right of repatriation.

10. No further correspondence of special importance occurred until February 1892, when the Government of India received from the Secretary of State (Despatch No. 4, dated 4th February 1892) a communication of additional concessions which the French Government was willing to make. These still fell short in essential particulars of previous demands. The recommendations of Dr. Comins, who had been inspecting the French West Indian Colonies, were received in the following May. On consideration of them the Government of India concluded that the case of Réunion was a degree less hopeless than that of the West Indian Colonies, and that it was not expedient "summarily to declare it impossible that a *modus vivendi* should be established which will permit of the renewal of emigration to Réunion."

The reforms which up to that time had been insisted on were summarised in letter No. 1742-43, dated the 29th July 1892, to the Governments of Bengal and Madras, and it was added—

"From a consideration of Dr. Comins' report on the French West Indian Colonies, as well as of the other records before them, the Government of India are convinced that the primary and most essential condition upon which the prosperity of the coolie depends, is that he should be placed after a limited term of indenture in a position to settle in the country on terms of equality with the original colonists.

"With this object, though not going so far with Dr. Comins as to condemn re-indenture altogether, they would attach special importance to a provision which will guard the coolie against any risk of being re-engaged against his will. It would also be necessary to provide—

(1) that the Indian immigrant should be expressly protected from all disabilities in acquiring or cultivating land or following any lawful pursuit or trade that he may fancy;

(2) that for absence from work on the part of the Indian immigrant the employer be allowed to detain the coolie extra days on account of them up to a fixed limit of six months, or say one month for each year of employment;

(3) that such absences should be proved before unimpeachable authority.

"I am to ask whether, in the opinion of the Local Government, a practicable method of ensuring the above conditions might not be discovered, and, if so, whether it is considered that an officer should be deputed to Réunion with the object of finally formulating, in consultation with the British Consul, conditions on which the resumption of emigration to that Island could be recommended."

11. After some further correspondence with Local Governments and the Secretary of State, it was decided to depute an officer to "report upon the condition of the Indian coolies and to examine the question of the terms, if any, upon which the renewal of emigration thither could be recommended."

The result is the present report, to which is appended a list of the "desiderata" accepted by the Governor of Réunion and the writer as a basis of conditions upon which emigration might be resumed.

12. In the first part of the report is given a general account of the Island, its resources, climate, cultivation, administration, and conditions of life, so as to enable the reader to estimate in some degree the scheme of report and suitableness of the country for the permanent residence and settlement of Indians.

In the second and far longer part the subjects immediately connected with Indian immigration are dealt with *seriatim* with especial reference to the Labour Laws of the Island, the Convention of 1861 and the past correspondence, the Consular reports and records, the orders and opinions of the Local Governments, the Government of India, and the Secretary of State.

13. The order of treatment adopted in the second part, as the most convenient, is that of the French Decree of 1887, or Labour Law of Réunion, and of the Decree of the 30th March 1881, for all matters dealt with under them.

Under each head are described the actual condition of things, the reforms in law or administration needed to bring it up to the level of good emigration systems in British Colonies, and those which are required if emigration is to be resumed. Reference is then made to the "Desiderata" which embody the actual concessions promised by the Governor of Réunion and approved by the Chamber of Agriculture for the carrying out of essential reforms.

The length of the report is regretted; but its curtailment would have involved the serious risk of omitting points, the correct understanding of which is essential to an appreciation of the important issues involved.

For the meagreness of statistical information I must plead the difficulty of obtaining in the time at command any more from the records of the administration, which keeps few printed returns, such as are available in British Colonies.

14. My cordial thanks are due to His Excellency the Governor, the Procureur General, the Protector of Immigrants, and other officials of the Colony, as well as to numerous proprietors and private gentlemen, for the assistance, courtesy, and hospitality extended to me. The British Consul, who made me his guest during my stay, and with the Protector conducted me on my tour of inspection, also rendered me invaluable help, and facilitated my work by acts of courtesy and kindness too numerous to mention, as well as with his stores of knowledge and ready suggestions. Much useful information was obtained from the Consular records, which are kept in admirable order under the

superintendence of Mr. Bell, the Consul's Assistant. For suggestions as to the resumption of emigration much reliance has been placed on the annual Consular reports, and the valuable memoranda from time to time recorded by Mr. St. John, late, and Mr. Bennett, present, Consul in Réunion, as well as on the excellent reports of Dr. Comins, former Protector of Emigrants, Bengal, upon the French West Indian Colonies.

15. I remained in Réunion from the 26th May to the 23rd June, both days inclusive, and in the course of this visit made a tour in company with the Protector and British Consul to 26 out of 128 large estates; a list of these is contained in Appendix E. The offices of the Protector and several of the Syndics, the Depôts, principal Gaols and Lunatic Asylums were inspected. The "Desiderata" attached to this report were also discussed at length with the Governor and explained to the principal proprietors at a meeting held in St. Denis at the Consulate.

PART I.

CHAPTER I.—GENERAL DESCRIPTION.

Geographical description.

16. The Island of La Réunion is elliptical in form, and situated in about latitude 20·50 south and longitude 53 east, Paris. The major axis of the ellipse which stretches south-east to north-west consists of a chain of mountains which divides the Island into two parts, generally known as the Windward and Leeward. The mountains are in two groups, united by the lofty plateau known as the Plaine des Cafres. The highest point of the north-westerly group, the Piton des Neiges, is nearly 10,000 feet high, while the south-easterly mass, which contains an active volcano, possesses summits of about 8,000 feet in height. Besides the one above mentioned, there are several other plateaus at varying altitudes. The principal are those of Salasie, the Plaine des Palmistes, Cilaos, and Mafate. All these plateaus contain thermal springs, and the first two have considerable cultivable areas specially fitted for the production of tea, coffee, potatoes, and European vegetables and fruits.

Cultivation and crop areas.

17. No cadastral survey has been made of Réunion, but the total area is put at 260,000 hectares, that is, about 1,000 square miles. The following figures exhibit a semi-official estimate of the cultivable and forest areas.

Classification of area—

	Hectares.	Acres.
1. Cultivated area	60,000	148,200
2. Cultivable waste	32,000	79,000
3. Grazing	25,000	61,700
4. Forest	36,000	88,900
TOTAL . .	153,000	377,800

Taking the first two as representing the area available for cultivation, we find that only about 36 per cent. of the total area is fit for cropping. Probably, however, considerable areas adapted for cultivation are included under the item "Grazing" or "Savannes." Of the 148,200 acres under cultivation, 86,400 or about 58 per cent. are said to be under sugarcane.* This crop in Réunion is taken over most lands in rotation with manioc and maize, one or two years of fallow under the plant known as the "Corbeil d'or" being given, occasionally, in addition. It is probable, therefore, that the areas under the maize and manioc would be found, if reckoned up, to occupy after sugarcane the largest extent of the cropped area. Possibly, however, they ought to be included in the area stated as under sugarcane.

But the most important *industrial* crop that is taken is, after sugar, undoubtedly vanilla. Others that should be mentioned are coffee, tobacco, cloves, potatoes (exported to Mauritius), as well as geranium and verbena, which are grown for the distillation of scent essences. There are unfortunately no estimates even of the areas under these plants. The vegetable and market garden cultivation is without doubt far below what it might be. Such

* The sugarcane area is probably much overstated. Thus the Mauritius area, which is said to be under 100,000 acres, produces exports of 130,000,000 kilos. The Réunion exports are under 40,000,000 kilos, and the area therefore should not be more than 40,000 acres at the outside, even allowing for a larger production per acre in Mauritius. No reliable statistics of sugar cultivation are however to be obtained for either Island. The 100,000 acres in Mauritius returns very probably denote only the area actually producing sugar for the factories in the year of report. Probably a far larger area is under the crop.

as there is is almost entirely in the hands of Indians, either under engagement as "colons parciaires," a term explained below, or living under *permis de séjour.*

Sugar cultivation and industry: Its importance.

18. The cultivation of the sugar with its rotation crops forms "la grande culture," being generally conducted on large estates, most of them possessing sugar-mills or factories. Vanilla and the other crops mentioned are reared mostly by small proprietors and constitute the "petite culture" of the colony. This distinction is of considerable importance with respect to the labour question.

It may here be mentioned that there is a tendency in Réunion of the same character as that so largely developed in Mauritius to centralise the sugar factories, and to rely for cane upon "planteurs," that is, persons confining themselves to the rearing of the crop. Few, if any, of these planteurs, however, and none of those enumerated in the returns, are Indians, and such as there are are generally under engagement. Even under the existing system, however, their numbers are not unlikely to increase; while, if they are allowed to settle freely and acquire land, they will no doubt multiply rapidly. The figures of cultivation given in the preceding paragraphs will show how dependent the Colony is upon the "grande culture." The export statistics show this even more clearly. Out of total exports valued at 17¼ million francs, sugar represents a value of 10 millions. Vanilla comes next with a value of 1,700,000 francs, and coffee with a value of 673,000 francs. As regards the weights, apart from the value of the exports, the predominance of sugar is indicated by the fact that out of 40 million kilogrammes of total exports over 38 millions are sugar. To this should be added nearly 1·4 million litres of rum manufactured as a bye-product from the sugar.

The sugar exports.

19. Enough has been written above to show that the trade, it may be said the economic existence, of Réunion is bound up at present, although perhaps to a slightly less extent than in Mauritius, with its sugar industry. In a table appended to this report are given the export figures of sugar for the years 1827 to 1891 inclusive. The exports which in the former year stood at 6½ millions of kilos soon rose to 20 millions. In the year 1868 they reached the maximum of 68½ millions. They have now fallen to 35 millions. The following are the average exports for the last forty years for which returns exist:—

	Million Kilos.
Decade ending 1861	52
„ 1871	40
„ 1881	32
„ 1891	34

NOTE.—The export and import figures of value for Réunion are as follows:—

Imports	30¼ millions francs.
Exports	17¼ „ „

Now it is evident that Réunion has practically to pay for all its food with its exports, and it is not easy to understand how this is done with total exports far below the value of total imports. It is curious that Mauritius should show exactly contrary results, *viz.*, exports of nearly 24 million rupees as against imports valued at 16 4 millions. There is some extraordinary difference either in the method of calculating values or in the economic condition of the two countries which requires explanation. I am inclined to suspect that the Réunion exports may be undervalued, and its imports, notably Indian rice, considerably overvalued.

In Mauritius the predominance of sugar is shown as might have been expected in the value figures as well as in the quantities of exports. In Réunion out of total exports of 15 millions only 10 millions are accounted for by sugar. Again, as regards grain, Mauritius takes 8 millions of rupees' worth from India. The population of Réunion, which is less than one-half in number, ought not to require more than 4 millions of rupees' worth (*i.e.*, 7 millions of francs). But the foreign imports *e.g.*, imports from countries other than France, almost the whole of which consist of food stuffs from India, are valued at 20 millions. The difference in export and import values might be accounted for by bullion transactions. But as no bullion comes to Réunion from India we have no such mode of accounting for the extraordinarily high value of the imports. The solution is all the more difficult when it is found that Mauritius import values include freight from country of export.

It is interesting to note that while there was a heavy fall in production between 1862 and 1881 there are, in the last ten years, some symptoms of revival.

Communications.

20. Communications in Réunion are on the whole sufficient. There is a railway running about two-thirds round the coast and two good metalled roads encircling the island, another communicates with Salazie, and a third crosses the island by the Plaine des Palmistes and the Plaine des Cafres. There are also numerous serviceable communal and estate roads. An important fact to note is the existence of the artificial harbour at the Pointes des Galets which enables passengers to be landed and disembarked at all times of the year. The difficulty of shipping return immigrants in the open roadsteads had often been made a pretext for delay in repatriation. It is satisfactory that the recurrence of this difficulty is now impossible.

Population.

21. The population of Réunion, according to the latest official figures available, amounted to 163,881, showing a decrease—see Table B—since 1881, the date apparently of the previous census, of 5,151, or about 3 per cent. The causes of this decrease require investigation. It is generally attributed to the cessation of Indian immigration.

The above population may be divided roughly into two elements. The Creole, numbering 120,532, and the imported numbering 42,031 and comprising Indians 25,174, Africans 8,826, Malagazy 6,244, Chinese 587, and the "Arabs," who are most of them probably Indian traders, 200.

The imported element in comparison with Mauritius, bearing on question of free settlement.

22. It is important to notice that the 'imported' element forms only 25 per cent. of the whole, and that 61 per cent. of the imported element is composed of Indians, many, probably indeed most of them, born in the colony. These figures are in remarkable contrast to those of Mauritius, where, out of a total population of 370,588 (in 1891), no less than 255,920, or 71 per cent., are Indians, the majority however, as in Réunion, born in the country.

The sole reason for this difference, according to the inhabitants of Réunion, is the cessation of Indian immigration. It has probably little or nothing to do with it. To begin with, the immigrant element is not any smaller than it was in 1861, when there were reckoned to be 38,000 immigrants. Further, in Mauritius it has been found that notwithstanding the continuance of immigration there the number of new arrivals has long ceased to cover the number of departures; nevertheless the Indian population steadily increases. The real reason for the diminution in Réunion is undoubtedly the fact that the Immigration Laws practically preclude the Indian from settling in the country. At the end of his engagement he must either go back to India or re-engage. He generally prefers the former alternative. In Mauritius, on the other hand, he is allowed to remain in the island at the expiration of his engagement perfectly free to follow his own pursuits. It is this free settlement which has led to this increase of the Indian population in Mauritius. With this freedom, indeed, in every country to which he has emigrated (and not actually close enough to allow of merely temporary migration for the working season, and a return home between times, as for instance in Ceylon and Burma), the Indian has been found to be not only ready, but anxious to settle permanently. The great importance of this fact with reference to the alleged deficiency in the

supply of labour in Réunion, and the system to be pursued if immigration be renewed, will be developed further on. See paragraph 41.

Climate.

23. The island of Réunion possesses a climate similar to that of Mauritius, but with greater variations of temperature and humidity due to the widely differing altitude of the coast and interior. At St. Denis, which may be taken as representing sea level, the mean temperature of the year is 77, and the maximum 97 Farenheit. But within easy distance on the rapidly rising slopes of the hills much lower temperatures are common. The rainfall varies between about 30 inches in the leeward or north-western side of the island to 160 inches on the windward side, St. Denis at the north with 50 inches representing the mean. The rainy season *par excellence* is in the hotter months, November-April. But on the windward side and in the hills, there is a considerable rainfall during the other six months of the year, and something like evenness of distribution is approached.

The climate in fact resembles nearly that of some coast districts in India with hills in the background, and the liability to fever and other tropical ailments is probably much the same, tempered, however, by the position of the island in mid ocean and consequent exposure to sea breezes.

Mortality.

24. It has been impossible to obtain any statistics of general mortality which would be of use for comparison with mortality of engaged labourers on estates, and the only figure which can be given is that printed in the semi-official Manual of the "Exposition Coloniale" of 1887, which states 32 per mille as the mean, in spite of occasional devastating epidemics such as 1867 and 1872, when the rate rose to 230 and 90 per thousand. The ravages caused by these epidemics are doubtless the origin of the severe quarantine regulations which both in Mauritius and Réunion do much to cripple commercial operations, and to impede intercourse with the outside world. The registration of deaths is most accurate in Réunion, and the above figure 32 per thousand can be accepted as fairly correct. This mortality, having regard to the general climatic conditions above described, would probably be found to be at least as severe in a similar climate of India. It is little, if at all, heavier than the average mortality in Mauritius for the ten years ending 1890.

Sanitation.

25. As regards sanitation, there can be no doubt that the condition of the towns leaves much to be desired. None of them have a proper system of drainage, even where most urgently required, as in the case of St. Paul, which adjoins an evil-looking marsh, and has an unenviable reputation for fever. In Mauritius, however, things are up to the present no better in this respect.

Water supply.

26. In the matter of water supply, on the other hand, Réunion is generally far ahead of Mauritius. Every Commune or Municipal District has its own well-organised supply of water brought from a '*source*' generally consisting of a spring far up in the hills. The estates are almost without exception no less well supplied than the Communes, either from the same 'source' or from private 'sources' of their own.

Hospitals.

27. The colony has two colonial hospitals at St. Denis and St. Paul; a Lunatic Asylum, and a Leprosy hospital. Each of the principal Communes also has its hospital, all under charge of qualified medical men, the nursing arrangements being generally

under the management of Sisters. I inspected the two Colonial hospitals and several of those under the Communal administrations. The latter, with one exception (St. André), although by no means approaching, in completeness and efficiency, the arrangements in Mauritius, were clean and well kept. The number of Indians on the books was generally insignificant owing to the fact, no doubt, that they are generally expected to be looked after on estate hospitals. This, however, has the effect of leaving practically no provision for Indians in the service of employers who, having less than twenty labourers, are not required to maintain a hospital. Such employers are supposed to send their men to the Communal hospitals, but the obligation is very imperfectly observed.

Poor relief.

28. For the maintenance of the old and infirm, arrangements are made in the hospitals, which serve at the same time as alms-houses. Out-door relief is also granted on the authority of the "maire" or elected head of the Commune. The arrangement of combining hospital and alms-house is not the best possible, and out-door relief is seldom given. The Indian receives little of either kind of relief. The reason again is that the number of unengaged Indians is exceedingly small, and the old and infirm among the engaged, if not sent back to India, are given a subsistence either in the Communal "depôts" or by their masters. The number, however, left actually begging or destitute, is altogether insignificant.

Wages of free labour.

29. The wages of free labour in Réunion are, from an Indian point of view, decidedly good. The Manual of the "Exposition Coloniale" puts them as high as 3 to 5 francs per diem. I am doubtful whether agricultural labour would often fetch more than 2 francs. But under the conditions at present existing, and which cannot be materially altered for a considerable time to come, the free Indian labourer is never likely to be in want of work at rates amply remunerative to him. Even one franc a day represents a salary of some 17 to 20 rupees per month, which, making every allowance for the higher rate of living in Réunion, is a splendid wage for the Indian.

Form of Government Administration.

30. The government of the country is entrusted to the Governor with an Executive, or Privy Council, controlled, however, by the Conseil General, which is an assembly of 24 members elected under manhood suffrage by the various 'Communes' or Municipal districts. The colony also elects two Deputies to the Lower and a Senator to the Upper Chamber in France. Next to the Governor are officials corresponding to Secretaries and heads of Departments in British Indian organisation, the Director of the Interior being for Executive and Financial work, the Procureur-Général for Legal and Judicial work. The French title of these officers is 'Chef d'Administration.' There are, besides, directly subordinate to the Governor, certain 'Chefs de service'—heads of special minor Departments. Among these is the Protector of Immigrants. The power and independence of these officers vary. They, with, of course, the Governor, are all nominated from France. But the Chef d'Administration has important powers of obtaining the transmission to the Secretaryship of the Colonies in France of reports or representations made by him to the Governor.

Budget control.

31. The Conseil General votes the budget. With respect, however, to certain items which are classed as *Dépenses obligatoires*, the administration is empowered to demand a credit for certain *minimum* sums which are fixed by the Central Govern-

ment. Thus, the expenses of the Department of the Interior are fixed at francs 104,570, and this is the amount taken in the budget notwithstanding that the Conseil General voted only 95,000. It has long been desired to obtain this position for the expenses of the Immigration Department.

Electoral divisions and Municipal administration.

The Colony is divided into two "arrondissements" or districts for purposes of election to the French Chamber and into sixteen communes for municipal purposes. Each commune has its 'maire' and council, also elected by Manhood Suffrage.

Universal Suffrage.

32. The existence of universal suffrage in the Colony is an important political fact with reference to the Indian, who, until he becomes a naturalised Frenchman, does not have the vote. The Creole elector, comprising, of course, the needy labouring class, has to be first considered by the Deputies elected both to the Chamber in the mother country and the Conseil General in the Colony. Like voters of the labouring classes in British Colonies, his disposition is hostile to the introduction into the country of aliens who are ready to work for lower wages than he can command.

Budget and financial condition of the Colony.

33. The revenue of the Colony is made up as follows:—

	Francs.
Colonial receipts	3,847,700
Communal „	2,592,950
TOTAL FRANCS .	7,440,650

The expenditure is supposed to about balance the receipts; but, as a matter of fact, the Colony costs the mother country a considerable sum every year. The construction of the 'Port' at the Pointes des Galets entailed heavy expenditure which, but for the assistance of the mother country, would have altogether swamped the financial resources of the Colony.

The recent financial crisis.

34. The present financial condition of the Colony is exceedingly precarious. Not only is the Colony as regards its budget not entirely self-supporting, but the currency is in serious disorder and the failure of the principal local Savings Bank, which was indirectly supported by the Government, has led to wide-spread ruin; these are facts which could not possibly be left out of account in estimating the desirableness of the island as a residence for Indians.

35. The establishment in question was known as the Crédit Agricole, and did business as a Bank of Deposit at high rates of interest. The money so obtained was invested in sugar estates and other industrial undertakings. Some of these were by no means unpromising, if properly managed. All, however, required considerable capital to place them in a sound working condition, and careful skilled management, which, according to the best informed persons in the island, they did not obtain. Large sums of money were spent, and the returns were not commensurate with the outlay. When in difficulties for the payment for its interest, the Crédit Agricole applied to the Banque de la Réunion, an establishment supported by the Administration, and possessed of the power of note-issue. The Bank encouraged by the Administration, made large advances to the Crédit Agricole, which it had no chance of recovering, and when the crash came there seemed to be little doubt that the Colonial Bank must fail also. A Commission was sitting, at the time of the enquiry,

to investigate the affairs of the Bank of Réunion, the Managing Director of which has been placed under arrest for embezzlement.

36. People have not failed to impute most unworthy motives to the Administration for the support which it gave to the Bank in its transactions. It is not possible for a stranger to appreciate the correctness or otherwise of these imputations, but there can be no doubt that the action of the Administration has been very unfortunate and ill-advised. It was partly dictated, perhaps, by the intense desire to prevent the accumulation of landed property in the hands of a few, and to facilitate its 'morcellement' among the Creole inhabitants of smaller position. Whether this was a wise object or not, there can be no doubt that the means adopted to attain it were hopelessly wrong. The budget of 1893 actually contains an item for the purchase of all the properties belonging to the Crédit Foncier Coloniale, the institution which possesses the largest area under sugar in the island, and which, under the admirable direction of its present Manager, is showing not only excellent profits but the most admirable example in the organisation of its indentured labourers and attention to their requirements. If 'morcellement' is to be brought about, it must be by the action of the people themselves, who, with a brisk demand for labour at high wages and cheap living, could save sufficient to offer for land prices that no proprietor would refuse. This is what the Indian has done in Mauritius. But the Creole labourer has not, it is to be feared, the power of work and self-denial to do anything of the kind.

The difficulties due to Bank failures have been complicated by the confusion which exists in the currency of the Colony which is now at 15 per cent. discount for purposes of remittance to France, and consists almost wholly of paper, even copper being difficult to procure. These complications are the result of the injudicious manner in which the change from the rupee currency to that of France was effected in 1879, and the absence of consistent and wise financial policy since that time.

Effect of financial crisis on Indians.

37. The effect of the financial condition of the country as respects the Indian has fortunately not been very serious. First, the amount of savings invested by Indians in the Crédit Agricole was not large, the principal reason being that few had any savings to invest. The majority of those who did place their money with the Crédit Agricole were persons able to take care of themselves, and others were warned by their employers of the risky condition of the institution and removed their savings in time. Finally, the Administration voted a sum of money in order to enable the Bank of Réunion to pay off deposits placed with the Crédit Agricole after a certain date. This relieved a certain number of Indians.

Upon the estates which belonged to the Crédit Agricole or persons whose interests were bound up with it, and which were therefore ordered to be sequestrated, the Indians have had to wait a little time for their wages, but in no case longer than four months, after which they were fully paid up by the assignees. They were fully protected by their privilege as 'gens de service.'(*a*)

They are, however, in greater danger from the general impoverishment of people who have invested money in the Crédit Agricole, many proprietors, it cannot be doubted, being included among the number. The danger, however,

(*a*) Regarding this, see paragraph 120 below.

is not that the coolies will not be paid the wages entered in the books against their names, but that they might have their wages unduly cut in order to diminish the payments. Even as it stands the protective system prevents them from suffering more than a certain degree from this cause. Undoubtedly, however, it is all the more necessary to see that new labourers, who are kept on for long terms of engagement at starting, are not given to people who cannot afford to keep them.

It is the deliberate opinion of the British Consul and other gentlemen who know the island best, that the one happy effect of the financial crisis has been to clear out men of straw. It would be easy to mention several who have thus been disposed of, and the bulk of sugar cultivation at least will be in the hands of the more solvent and enlightened proprietors. These alone could and would gladly provide employment for those coolies who might be thrown out of work by the inability of the less substantial men to carry on, and if Indians are granted freedom to settle at the expiration of their engagements, they will have the best possible remedy in their own hands.

As regards the currency difficulty, depreciation no doubt affects the value of the Indian's wage. Even allowing for this, however, he is, as will be shown below, well paid, and when he returns home he gets his savings by bills upon India. But if, as is to be hoped, he can be induced to settle in the island and invest savings there, it will certainly be advisable that he should for the security of his deposits have the guarantee of the mother country, France, and not only that of a Colony allowed to reduce itself to severe financial straits, before the Home Government interferes.

The best authorities do not attribute the financial crisis to the absence of labour, but there can be no doubt that a supply will relieve the strain to some extent.

On the whole, the financial condition of the country, serious though it is, is not such as to forbid the resumption of emigration.

PART II.

CHAPTER II.—Indian Labour Population.

38. The information given in the above paragraphs, although all bearing on the condition of the Indian in Réunion, is of a general description indicating the character of the country and administration under which he lives, whether engaged or free. Its importance with respect to the free Indian, in case emigration should be resumed under a system encouraging free settlement in the country, will be obvious and will be developed later in this report.

I now turn to facts and information relating more exclusively to the actual condition of the Indian population as I was able to observe it in the course of my tour and enquiries.

39 The total Indian immigrant population is given below for the last five years: *

Indian Immigrant population.	
31st December 1887	25,881
" " 1888	25,001
" " 1889	24,740
" " 1890	23,696
" " 1891	22,932

* For further details, see Table D, which is compiled from the figures given in the Consul's Annual Reports. These figures, however, are very incorrect, and in many important details disagree with the figures found in returns kept by the Colony for its own purposes. Compare, for instance, numbers of women and children given in Tables C and D.

The decrease in the four years ending 1891 amounts to 2,069. The total of deaths, however, during the same period plus the total of repatriations, minus the births, bring out a loss of 3,114. The difference between the two results is generally attributed to defective registration of births. Probably this reason is the true one. Owing to the strict burial regulations the registration of deaths is no doubt very correct.

Its gradual diminution and causes hereof. Paucity of women.

40. It will be seen that a gradual and steady diminution of the Indian population is taking place. This is due to the excess of repatriations and deaths over new arrivals and births. The reason why there are not more births is the paucity of women, see Table C, which shows only 5,284 women to 13,171 men. The principal reason for this paucity is no doubt the small proportion of women imported before emigration was suspended. But the continuance of it is due largely to the restriction upon free settlement. Thus in Mauritius, where the proportion of women originally imported to that of men was no larger than that in Réunion, the inequality has been largely rectified with the lapse of time; freedom of settlement having enabled the Indian to adopt the family life to which he is habituated in his own country.*

At the same time there can be no doubt that the statistics of the numbers of women and children are not perfectly correct. Thus, although the total population decreases year by year, yet the adult men and women diminish in numbers and the children increase. In the compilation of the returns, there is no doubt a slackness in the transfer of the boys and girls to the adult classes. The condition of the offices in the Immigration Department is quite sufficient to account for this defect in the statistics.

Bearing of these facts on question of free settlement.

41. The fact, however, of the gradual diminution of the immigrant population admits of no manner of doubt. The Mauritius figures, which are of great accuracy, show that notwithstanding the restrictions upon free repatriation, which is there allowed only to the old and infirm, and the maintenance of emigration from India, the number of immigrants properly and so called, that is of Indians born in India, has decreased, and the number of departures has exceeded that of introductions. On the other hand, the *total* Indian population in Mauritius has increased. The reason again is that free settlement is permitted, and the increase has taken place among the free settlers. The consequence is that many thoughtful persons in Mauritius consider that the necessity for the introduction of labourers from India has ceased to exist there. If free settlement is permitted in Réunion there can be little doubt that similar results will follow, and before many years the immigrant population will increase sufficiently to enable the island to dispense with further introductions. It is lamentable that in the face of these notorious facts the prejudices of the people of Réunion have hitherto completely blinded them to the advantages of free settlement. But there is nothing extraordinary in the phenomenon. In probably every English colony the same stage has been

* This interesting fact is valuable as showing that in colonies with free settlement it may be possible to relax after a time the stipulation for a fixed proportion of women.

The following are the figures in support of the statement. Proportion of Indian women in Mauritius to total Indian population was—

	Per cent.
In 1851	20
„ 1871	34
„ 1891	73

passed, and some are going through it still. Thus the reason why the negotiations with Queensland for the introduction of Indian labour fell through was the desire of the colony that the Indian should not be allowed to remain there after the expiration of his engagement. A similar tendency also has shown itself in Natal, where the white man has become jealous of the progress and successful competition of the free Indian. Demerara, however, and the West Indian Colonies have recognised the value of the Indian freely settled in the colony, and that for obtaining a sufficient labour supply free settlement is necessary no less than initial importation.

The Administration and proprietors of Réunion, however, seem to apprehend that once the Indian is free in the island he will relapse into the idle habits of the Creole, who is incapable of continuous exertion and regular labour. They go further. For the Creole labourer, though idle and given to rum, is generally looked on as harmless enough: but the fear of the Indian is that he will become a vagabond, a fear, however, for which there is no sufficient ground. Experience elsewhere, and not least in Mauritius, is that the *free* Indian is in the colonies, as in his own country, a quiet and orderly citizen, capable of patient and continuous labour to an extraordinary degree. The Commission, it is true, found in 1877 that there was a tendency to vagabondage in Réunion. It seems probable that they took an exaggerated view, as indeed, most people of Réunion, including the very best authorities, contend. So far, moreover, as vagabondage existed, it must have been largely traceable to mere unwillingness to remain *perpetually* under engagement.

It has been shown above that liberty of free settlement is necessary to secure a full labour supply; it is, however, no less essential for the prosperity of the Indian. This principle is the key of the position in Réunion, and its cordial acceptance by the French authorities is among the first requisites, if not the very first, which must be insisted on if emigration is to be resumed. It will be necessary to recur frequently to this subject. (See Chapter III of the Desiderata.)

Relation of population to acreage under cultivation.

42. An important question with reference to the immigrant population in Réunion is its relation to the acreage under cultivation. A reference to Table C will show that the total immigrant population is now reduced to 37,470, inclusive of Africans, and that of this number 22,500 alone are employed on the sugar and "grand planteurs'" estates. The true area under sugar cultivation may, I calculate, be put at 30,000 to 40,000 acres (*a*), or approaching two acres per head of labourers employed on sugar cultivation. Mauritius, on the other hand, with an area under sugar of about 100,000 acres, requires a labour force of 116,000 Indians, or less than one acre per head. (*b*) Moreover, if the figures quoted in paragraph 17 above can be relied on, the area in Réunion which is capable of being brought under sugarcane cultivation is not less than 80,000 acres. It seems difficult to doubt, then, that with the existing labour force, the acreage under sugarcane in the island is far below what it might be; while the area cultivated per head being much higher than in Mauritius, leads probably to inferior cultivation and overwork of the labourer. Even if the whole of the 37,500 labourers were employed upon the

(*a*) See foot-note, paragraph 17.

(*b*) The numbers include women and children in both islands Reckoning adults only the comparison would be considerably less unfavourable to Réunion. At the time of writing I had not materials for a comparison of adults.

sugar cultivation alone, the area under sugarcane would be under half of the capacities of the island.

It has also been pointed out by the British Consul in reports received by the Government of India that day labour is without doubt employed to some extent. But true though this is, the free labour force in Réunion is not to compare in numbers or in value for purposes of employment with that available in Mauritius, which consists of 160,000 Indians, nearly all cultivators by race and profession, many of them trained by service under indenture, industrious and frugal, instead of, like the Creole labourer, irregular, idle, and holding the cultivation of the soil in aversion and contempt. The Réunion planter, therefore, does and must look to the imported labourer as his mainstay for some time to come, and there can be little doubt that till he has a sufficiency of such labourers, there will be a tendency to exact severe work from those whom he already has at command, and in whose interest, therefore, as well as in that of the planter, the introduction of a few more hands may be not without its value.

African labour.

Efforts to obtain more labourers from Africa are being made at the present time. But the African labourer, though of far more powerful physique than the Indian, is recognised as greatly his inferior in docility and intelligence. He can never, either, be induced to re-engage; and he enforces his demand for repatriation by clamour and disorder, beyond the resisting capacities of the employers and administration. The planting community, therefore, to a man prefers Indian labour to African, if it can be got.

Ownership and tenancy of land by Indians.

43. From the statistics given in paragraph 17 above it will have been gathered that there is plenty of waste land to be acquired. At present, however, the bulk of the island is owned by a few large proprietors or companies. The earnest desire of the administration, the Governor informed me, was to facilitate the *morcellement* of these estates. There can be little doubt that it might be effected with great advantage to the colony and the proprietors if the Creole of small means would betake himself industriously to the cultivation of the soil. But the only way in which the present proprietors can be expected to give up any portion of their possessions is by sale. There has been some suggestion of expropriation, but there is no likelihood of its being carried into effect. To begin with, the colony would find it almost prohibitively difficult to raise the necessary funds. Too many also of the present proprietors have paid full value for their lands to justify other than liberal compensation. But if Indians are allowed to settle freely there will be no need of any such heroic measure. They will save money and will gladly give the proprietors the full price for any land they are willing to sell. In Mauritius, the excellent sums offered by the Indians have tempted the owners to part with a full third of their estates. They get rid also in this way of the least profitable portions of their lands, which, however, by his perseverance and industry the Indian has no difficulty in turning to good account.

The Indian in Réunion, however, has to reckon at present with restrictions upon freedom of settlement which amount to a rigid alien law, and until these are removed it is useless to think of any *morcellement* of the estates. Until the Indian is given his chance there will remain, as now, large areas unproductive which ought to be yielding large returns.

The authorities were unable to furnish me with figures showing the amount of land in the possession of Indians. It is probably trifling in amount. The *permissionaires*, however (those few, that is, who *are* allowed to settle), own a certain amount, although the bulk of their land is probably leased. They, with a few *colons parciaires*, even now do all the market gardening in the country, and if the Indians were to desert the island there would be no supply of vegetables!

In answer to my enquiries the Governor informed me that there was nothing in the laws of France or of the Colony to disable an alien from acquiring land. My knowledge of French law is too meagre to enable me to satisfy myself on the point at first hand. The question is, however, highly important and should be cleared up beyond all possibility of doubt if emigration is to be renewed.

It is satisfactory to be able to record that the Indian *permissionaire* is undoubtedly prosperous.

General impressions of condition of Indian.

44. This may be a good place for a description of the general appearance of the Indian as I saw him, and of the impression which he conveyed to my mind. It will be remembered that the International Commission spoke unfavourably on this point, and that General Goldsmid in particular contrasted the appearance of the Réunion Indian most damagingly as compared with that of his confrère in Mauritius. There is still the unattractive effect of the shabby blouse on the men and petticoat on the women, which neither in colour nor grace is comparable to the native clothing of even the poorest respectable Indian in his own country. The Indian at field-work, however, seemed to me no worse clothed in the one colony than in the other, and I was quite unable to see that in Réunion there was anything in the clothing indicative of insufficiency for protection from the weather. On Sunday the men had plenty on, and it was fairly clean. The women and children to be found at all times in the camps were always clothed quite as abundantly as was necessary. But except on a single estate, that of the Tapioca factory (*Colosse*) at St. André, nowhere did I see any smartness.

In the mornings the Indians are generally at work in the fields, and except when the "coupe," that is, the harvesting and manufacturing processes, are in full swing, they are not to be seen near their camps until the afternoon. Then they are generally dawdling about their huts or working in their little gardens.

They seemed as a body not uncheerful. The women certainly chatter among themselves with plenty of freedom, and the children are decidedly more noisy than village children of the same class in India, while they were without exception as fat as heart could wish. My impression was that the children were not unkindly treated. They are valued as smart little servants, or helps, and are frequently employed about the house. On the admirably kept estate of the Gol, the boys were organized into a special gang. They were said to be particularly expert at the planting of canes; and to see them working under their own youthful sirdar, a lad of fifteen or so, was very picturesque and interesting. But on no estate did I see such admirable order and arrangements as here. Its traditions have always been excellent, and the high reputation which it had acquired at the time of the International Commission and owed principally to its enlightened owner, Monsieur Chabrier, is well maintained by its intelligent and energetic manager Monsieur Colson.

In spite of all that I heard of the drunkenness to which the Indian was addicted I saw very little of it. In one hospital I was shown a man who was said to be one of the best workmen on the property at the time of the "coupe," but who during the "entrecoupe" remained throughout on the drink, and was practically kept by his master in hospital in order that he might not lose his services at the return of the next "coupe."

Large and small estates. Domestic service, etc.

45. There can be no doubt, in my opinion, that the Consuls are right in their opinion that the Indian is better off on the large than on the small estates. The defects of treatment on the latter, however, are not by any means due to the inhumanity of their owners, but only to their want of means. The estate which has for its maintenance plenty of capital, and intelligent European management, is not subject to the false economy and cheeseparing which risks the health of the labourer in bad camps and poorly found hospitals, and cuts his wage to save money, just as it risks the efficiency of its mules and machinery by bad stabling, insufficient forage, and neglected factory buildings. But this is a defect existent in our own labour organisations as well, in which, as for instance in Assam, it may be said that the great difficulty is to secure good treatment on the small and struggling estates.

Little trace of allegations of ill-treatment.

46. I saw little trace of the often repeated allegations of ill-treatment of domestic servants. But there can be no doubt that the number of complaints to the Consulate show that there is something wrong here. The servants whom I saw in the houses not only of the employers and managers of the large estates, but of other private persons, seemed to be well cared for as far as clothing and appearance went. The defect in the system is that too much latitude is given by the conditions of a penal engagement to the bad master. The engagement was not intended and is utterly unsuited for domestic service. Several hawkers whom I saw were miserable enough in their appearance.

General conclusions.

47. On the whole I am bound to say that the general impression on my mind was that the engaged labourer in Réunion was decidedly less well off in Réunion than in Mauritius, but that he was in the large majority of instances considerably better off than in his own country. The great contrast with Mauritius was in the general level of treatment and the difference allowed to exist on good and bad estates. There were some estates at least as good as any which I saw in Mauritius. But there were others which would not have been tolerated there. The free Indian, on the other hand, seemed to me, in spite of the special taxation and the spirit in which he was regarded, namely, that of an alien intruder, to be at least as prosperous in Réunion as in the sister island.

Chapter III.—The Labour Laws and Convention.

Laws specially affecting the immigrant in Réunion.

48. The law governing the position and rights of the immigrant is to be found in the International Convention of 1861 and the Decrees of the President of the Republic passed on the 30th March 1881 and the 27th August 1887.

There are also the earlier laws of 13th February and 27th March 1852, but their provisions are for the most part superseded by those of the laws above quoted, under which all provisions contrary to the said laws are abrogated. (See Article 175, Decree of 1887.)

There remain, however, some important points in relation to the status of the immigrant which are still dealt with under the laws of 1852.*

The application of these laws is no doubt contrary to the Article XXIII of the Convention, which makes the labour regulations of Martinique the basis of all the regulations into which the Indian immigrants are to be introduced.

Under that clause also the French Government engages not to introduce into those regulations any modification the result of which would be to place the said Indian subjects in an exceptional position or to impose upon them conditions of labour more stringent than those prescribed by the said regulations.

The contention of the French with respect to their labour laws is that they do not infringe the said article, and with all their faults it is doubtful whether they would be found to be nearly so severe as the laws which they supersede. But the fact that the Indian Government have never approved either of these Decrees with respect to the article of the Convention in question, may well be taken advantage of by the Government of India to assert their right, whether emigration be resumed or not, to object to certain parts of the existing laws which are too stringent in relation to the cooly.

In general, however, examination of these laws leads to the conclusion stated by former observers, *viz.*, that with certain exceptions they are not on the whole unjust or even illiberal to the immigrant, and that what is required is less their amendment than their just and equitable administration.

The Decree of 1881.

49. The Decree of 1881, the object of which was to constitute the Protector of Immigrants and declare his position and authority, was probably the immediate result of the nquiries by the International Commission, one of the principal defects pointed out by which was the absence of a separate Head of Department with special charge of immigration matters. It contains also one important clause (Article 2) defining the status of the immigrant, and is a useful measure, the faithful observance of which would do a great deal for the engaged labourers. In virtue of the powers therein conferred, the first Protector, M. D'Esmenard, effected a considerable reform in the system; indeed, there can be little doubt that despite the difficulties of his position he managed to exercise a most salutary influence with both the proprietors, as well as with the Administration, when, unhappily, the latter became disposed to show hostility to the immigrant. It is doubtful whether the utility of the decree has ever been sufficiently acknowledged. Its provisions will be noticed in their proper places under the various headings of this report.

The Decree of 1887.

50. The Decree of 1887 was submitted to the Government of India with Despatch No 125 of the 13th October 1887. It reproduced in its essential features a *draft* decree forwarded in 1882, with Secretary of State's Despatches Nos. 117, dated 12th October 1882, and 16 of 15th February 1883. It was not examined then on its merits, but the earlier draft was carefully considered and an opinion expressed on its principal provisions in Despatch No. 17 of 25th April 1882. The objections are taken full account of in this report.

The Decree of 1887 generally, however, as the Government of India was never indisposed to admit, is in many respects a meritorious law. It contains,

* I have not been able yet to obtain copies of these Ordinances, and it would be advisable to study their effect carefully before coming to any final agreement with reference to the renewal of emigration.

however, the obnoxious provision of Article 18, which enacts that "the immigrant labourers of both sexes are during the whole of their sojourn in the colony subject to the obligation of the engagement."

Copies of the Decrees of 1887 and 1882 are appended to this report.

Chapter IV.—The Introduction of Immigrants.

51. The first subject dealt with in the Decree of 1887 is the introduction of the immigrants.

Recruitment in India.
See Decree of 1887, Chapter I, Articles 1 to 3.
Decree of 1887, Article 6, clause 2.
Convention, Articles I to VII, XII, XVIII.
Mr. Lyall's note, pages 52 and 94, respectively.

The matters in connection with this are, under the decree of 1881, made part of the Protector's duties. But of course he has little or no power over the operations for recruitment in India. The mode in which these operations were effected previous to the suspension of emigration left much to be desired. In the first place the embarkations generally took place in French territory, and though the British Government had some check over the execution of contracts through the Consul, there was little control over the recruiting depôts and other arrangements prior to embarkation.

52. The recruitment in former times was conducted on the worst principles. Commercial agents in the French ports or ship-captains would ship a cargo of coolies as a speculation, just as they would a cargo of merchandise, and when this cargo arrived at Réunion difficulties might, and not unseldom did, arise regarding its disposal. The decree of 1887 provides a partial remedy in making it necessary for any ship-captain to obtain the Governor's authorisation; but this is not sufficient to secure proper precautions in recruiting, and it is necessary that before recruitments are made requisitions should be submitted by the persons requiring labour, and that they should be under proper obligations to provide for the labourers on their arrival or for their repatriation if they cannot provide for them. To correct the above abuses, as well as for other weighty reasons, the Government of India in their Despatch No. 10 of 8th May 1879 recommended the stoppage of recruitment in French ports.

This, together with other important reforms, is secured in Articles 3, 4 and 5 of the Desiderata, which provide, (1) for an official agent in India to supervise all recruitment, (2) for the conduct of all recruitment in British ports, and (3) for the submission of requisitions by employers prior to recruitment, the examination of such requisitions by the British Consul, and their approval by the Governor of Réunion. Article 5 in particular is one of the most valuable concessions obtained from the Governor of Réunion.

53. With reference to other arrangements preceding departure the powers of the British Indian Protector of Emigrants, the explanation and verification of contracts, the accommodation and medical care on emigrant ships, and the like, all that is wanted, assuming that the preliminary arrangements are to take place in British ports, is that the Indian laws and regulations for the British colonies should be given in these ports equal force for Réunion recruitment. This is already provided for in Article XI, clause 1, of the existing Convention.

54. With reference to the arrangements on arrival, the Convention has very little to say and the articles require little if any change. The law of the colony on the subject is quite unobjectionable. It includes provisions (Decree of 1887, Articles 4 to 9) for the isolation of the immigrants under quarantine, and the examination by

Arrangements for reception of immigrants on arrival.

6065

a sanitary commission of the vessel which has brought them. The stipulations of the Convention, Article XIX, respecting the placing of immigrants in communication with their Consul upon arrival which are made in the Convention are given full effect to in the Decree.

Distribution of immigrants.

55. Articles 10 to 12, which concern the distribution of the immigrants, are conceived in a proper and humane spirit, and provide for the retention together of members of the same family as far as possible, in accordance with Article XXI of the Convention, first clause The decree prescribes a minimum confinement of five days in the lazarette, which is probably unnecessarily long. But the Réunion authorities would never consent to a reduction of the period. (Unfortunately inspection of this building was omitted, but the Governor stated that it was an excellent one. Mr. Bennett kindly undertook to inspect it specially and report direct to the Government of India.)

Immatriculation.

56. Articles 10 to 17 relate to the important matters of the immatriculation, the livret, and the ticket of identity.

The Matricule Générale.

The first step in what is known as the immatriculation is the entry in a general register kept by the Protector and called the Matricule Générale. All necessary particulars regarding the identity and destination of the immigrant to enable him to be traced at any time, including all his transfers, re-engagements, etc., have to be entered on this register.

The maintenance of this record is of great importance to the immigrant, the employer, and the Administration, and it was extraordinary to find on inspection of the Protector's office that it was utterly in arrears. There were entries, dating from the sixties, which had not been written up. There was no omission, however, of entries upon first importation, which are the most important, because the cooly's subsequent movements are entered in the books of the local officials or syndics and of the Immigration Department; so that although it may be at the cost of delay and trouble, it is not absolutely impossible to trace the immigrant.

Still, it is absolutely necessary that there should be no uncertainty in the future about the keeping up of this register, since it contains particulars of the immigrant's contract.

Ticket of identity.

57. The immigrant is also given a ticket of identity in which he is described much as a prisoner would be, and which he is bound to produce whenever called upon to do so, by agents of the police, the immigration service, and so forth. There is something repugnant about this provision, and its necessity is not clear. The immigrant, even if in a state of desertion, can usually be traced, and no similar provision is found necessary in the enormous labour forces of Assam. But the Indian does not really see anything degrading in this obligation. It exists with equal severity in Mauritius, and leads to no special abuse either there or in Réunion. In Mauritius the ticket is accompanied by the immigrant's photograph, which it appears gives it an attraction in his eyes, as he likes having a picture of himself to look at and to show to admiring friends. There does not appear, therefore, to be any necessity to press for the modification of this provision. Indeed it seems likely that the possession by the cooly

of means for readily establishing his identity is likely to save him from melestation from the police if they are ill-disposed towards him.

The livret.

58. The employer is furnished with an extract from the Matricule Genéralc which is termed the "*livret*;" the cooly should be furnished with a copy also. At the same time it is probable that the cooly knows the conditions of his contract well enough. In few cases only does he dispute them, and a new cooly would soon be informed of his rights by the old ones. It would be comparatively easy, however, to embody the particulars of the livret in the carte d'identité, and there seems to be little reason why this should not be asked for from the French Government.

In the time of the International Commission considerable confusion existed as to the exact meaning to be attached to the term *livret*. None should exist now. It is simply the reproduction of the cooly's contract, as entered in the registers of the Protective Department. In the first place, however, the essential details of the contract ought to be settled in India. The form of such contract will certainly require revision, and it should be provided in the Labour Law that the livret should conform to it.

Special arrangements are in progress for the completion of the Matricule Genérale up to date, the Protector having been given a special credit of 700 francs for the purpose In the Desiderata no direct reference is made to the matters suggested here. But the general strengthening of the Protectorate proposed in Chapter I of those conditions will result in their being carried into effect. The other recommendation specified in paras. 56 to 58 can be brought to the notice of the French Government.

Chapter V.—Contracts and Engagements.

59. The next chapter in the Labour Law is devoted to the subject of contracts of engagement and re-engagement.

In the forefront stands the objectionable provision already alluded to (para. 50), namely, that the labourers are to be subject during the whole of their residence in the island to the obligation of the engagement. It is indeed remarkable that until quite lately, when attention was drawn by Dr. Comins in his report to the analogous provision in Guadeloupe and Martinique, this feature in the French emigration system attracted comparatively little notice. The International Commissioners and the Government of India in 1882 and 1888, while inquiring carefully into the abuses connected with re-engagement, omitted, apparently, to observe that the chief obstacle to the eventual prosperity of the immigrant was this restraint upon his settling freely in the colony after the expiration of his engagement, and that this same restraint, by restricting his means of employment and subjecting him to official pressure as long as he was unemployed, prevented him from choosing, when he did re-engage, a master to his liking.

Decree of 1887, Chapters II and XI. Convention, Articles VII to X.

The effect of this provision is now, however, fully appreciated, and the importance of a radical change of system, whereby the cooly shall be permitted to remain a free man in the colony at the expiration of the term of his indenture, has been emphasized by the Government of India in recent correspondence.

The permis de séjour.

60. Before proceeding, however, to the consideration of the means by which this change is to be effected, it should not be overlooked that the law as it stands already provides for free residence in the island under exceptional conditions. A little consideration, however, will show that these provisions are utterly unadapted for the attainment of the object in view. They are contained in Chapter XI of the Decree of 1887, under which authority is taken to grant to immigrants under certain circumstances what are known as "permis de séjour."

To obtain a "permis" the cooly has to show that he has fulfilled his engagement, in other words, that he owes no work to any employer, and that he has the means of subsistence. The throwing of the burden of proving these matters on the cooly at once places him in difficulties.

Again his application for a "permis" has to be granted not by the Protective Department, which, nominally at least, works in the interest of the cooly, but by the Director of the Interior, who considers it rather his first business to protect the colony against the intrusion of Indian vagabonds. The necessary certificates of good character and means of subsistence have to be obtained from the Syndic, and the application requires the final sanction of the Governor.

The delay and difficulty involved in the observance of these formalities would alone be formidable enough. But this is not all. At present the "permis de séjour" is subject to a tax varying from 16 to 500 francs per annum, according to the means of the grantee. This tax is imposed independently of any provision in the Labour Law, and, it may be fairly argued, is contrary to Article IX, clause 3, of the Convention of 1861, which precludes the imposition of any condition save the proof by the cooly of regular conduct and the means of subsistence.

61. That the effect of these delays is not misconceived, is conclusively demonstrated by the statistics of the number of "permis definitifs" or permanent licenses to remain in the island free from engagement. In Réunion the number of "permissionaires" is something under 1,600. The latest figure I have is for 1890 only, when there were 1,018, and the number of "permis" granted every year is about 200. This number includes, it must be remembered, traders and others who have never been under engagement. From a return of the "permis" granted during the last few months of 1893 I find that it takes at least three months to accomplish the necessary formalities. Contrast this state of things with that prevailing in Mauritius, where out of 250,000 Indians over 160,000 are settled free in the island, many of them owning land.

Reforms required.

62. The reforms required in Réunion are obviously the granting of liberty to every cooly as a matter of course at the expiration of his engagement, gratuitously and without vexatious restrictions or formalities. These reforms should be insisted on as the primary and essential conditions upon which proposals for the resumption of emigration can be entertained. They have been embodied and accepted in the Desiderata, Chapter III, more especially Article 8, and Chapter VI, Articles 19 and 20, by which (1) the Indian receives at the end of his engagement an old immigrant's "ticket" as in Mauritius, entitling him to remain free in the island, (2) the tax on "permis de séjour" is abolished, and (3) the free Indian is, as regards both taxation and status, placed on an equality with the native of the country.

In order to carry these articles into effect, the abrogation of Article 18 and extensive amendment of Chapter XI of the Decree of 1887 will be required.

The journées de remploi.

63. But even this will not be sufficient in order to make the Indian a free man at the expiration of his engagement. It is further necessary that alteration should be made in the present system of exacting at the end of the engagement supplementary days of work to be given as a compensation for days of absence during the period of engagement whether for sickness, imprisonment, or other cause not specially excepted. These supplementary days are known in the island and described in the Labour Laws and Consular reports as "journées de remploi."

The best reform is to abolish the "journées de remploi" altogether. Their limitation was laid down as necessary by the Government of India in their letter No. 1742-43, dated 24th July 1892, to the Governments of Bengal and Madras, but the complete abolition of them has been accepted by the Governor of Réunion.

Case for the employers.

64. It has, however, been objected to very strongly by the proprietors, who fear that without the "journées de remploi" they will have no real hold on their deserters and malingerers. They suggest that at least the penalty allowed in Mauritius of the double cut, that is, the retention of two days' pay for every day's illegal absence, should be permitted. Attention is invited to their very moderately couched representation, Appendix F, to which, I hope, full weight will be attached.

First, they point out (paragraphs 3 to 5) that without the "journées de remploi" they will have insufficient security for the reimbursement of their expenses of importation. Against this it may be urged that the number of such days which a cooly worth retaining at all is likely to incur for absence would be too small to represent the value of the security required. In the case of a bad cooly there is really very little good in retaining him; it is better to get rid of him without further trouble.

They next point out (paragraph 7) the disadvantage to the cooly of exposing him to the penalties provided against vagabondage, alluding to the possibility of enticement by an unscrupulous neighbour. The alleged disadvantage to the cooly, however, is to a certain extent counterbalanced by the fact that the master will have to prove his case before a court of law, and may hesitate, especially if the reforms advocated in this report are obtained, to bring a frivolous complaint. On the other hand, employers ought to protect themselves against the bad practices of unscrupulous neighbours, by laws directed against such neighbours, not against the cooly, and, as for instance in Ceylon, by association and organised opinion. It is inferred that by stopping the exaction of the "journées de remploi," temptation is held out to the labourer to absent himself. But it must be remembered that in any case the *immediate* loss to the cooly does not exceed the one day's pay and rations. The *ultimate* penalty of having to make up the days of absence is too distant to exercise on the mind of most coolies any deterrent. In fact this is one great objection to the penalty. The cooly finds himself saddled, at the end of his engagement, with the days of work accumulated he scarcely knows how.

The Decree of 1882, to which attention is drawn in paragraph 8, was approved only by the French member of the Commission. It was indeed the basis of the present decree of 1887.

It has been further urged on behalf of the employers that if the reforms in the repatriation system, formulated in the Desiderata, Article 15, are conceded, the exaction of "journées de remploi" up to three months would not

affect the cooly's chances of repatriation. If this view be accepted, the restriction of the "journées" to one month per year of engagement might be deemed sufficient, without insisting on their total abolition. But there are two objections to this view. First, free settlement rather than repatriation is the alternative to re-engagement which it is desired to encourage, and secondly, a cooly with three months extra to serve might obviously be obliged to miss a steamer and wait six instead of three months after the expiry of his first engagement before he could return home.

A better point in favour of the employers' contention is that if, as prescribed in the Desiderata, the first engagement is restricted to three, and the subsequent engagements to one year, the number of days which can be accumulated cannot under any circumstances be excessive.

65. None of the above arguments, however, meet that fact that the great use made of the "journées de remploi" even by the good employers, is to bring pressure on their men to stay on with them when otherwise indisposed to do so. Thus one of the very best of the employers naively admitted at our interview that he "never exacted the 'journées de remploi' from men who consented to re-engage." Over those who were unwilling to re-engage he obviously held their "journées" *in terrorem*. Clearly, an unscrupulous employer might yield to the temptation to enter up such days unfairly against his labourers in order to have something by which to bind them at the end of their their.

The *journées de remploi* and the macadam.

But, notwithstanding the risks and drawbacks of the "journées de remploi," it might have been possible to recommend something short of their total abolition but for the fact that nothing less seems necessary in order to discourage the objectionable punishment of the "atêlier de discipline," or macadam.

66. Excessive resort to this mode of punishment has formed the subject of objection in every annual report, and was particularly noticed by the International Commission, and is separately commented on in another section of this report. Here the important point to note is the employment of the macadam for the purpose of enforcing re-engagements, of course by bad masters. A cooly refuses to re-engage. The master then sends a complaint to the Commissary of Police against him for refusal to work or indolence, under Article 164 of the Decree of 1887. In the course of the present inquiry cases were found in which it was actually stated in so many words that the cooly's insolence had been manifested in the course of a discussion respecting his re-engagement, thus, of course, naively exposing the real motive of the complaint. Such complaints are unluckily received with deplorable readiness; and the syndics, whose business and interest it is to promote re-engagements on account of the fiscal advantage to the colony, and the commission which they are allowed to earn on the collections of this tax, rarely exercise proper interference in the interests of the cooly. Frequently, nay generally, the complainant is not even examined on oath. The cooly is thus nearly always condemned, and the master is able to exact under the law as it exists the days passed in this imprisonment as "journées de remploi." Now if these "journées de remploi" are abolished the master will lose without equivalent the days passed by the cooly in the macadam, and it will be obviously contrary to the employer's interest to send the man to prison when it can possibly be avoided. It is hardly too much to say that the abolition or at least the very narrow limitation of these

The macadam.

"journées de remploi" is absolutely essential for discouragement of the macadam, and that until they are abolished it will be vain to hope for improvement in this respect. The temper of the French manager is such that he sees insolence in any quick rejoinder of the cooly, and there is a notable absence of patience and self-restraint in his demeanour towards the Indian, which in itself, probably excites the insolence of the latter.

With every desire, therefore, to treat fairly a demand which is put forward on the part of the influential and discerning part of the planting community, composed almost wholly of men who, according to their lights at any rate, treat their coolies well, it is essential to secure the abolition of this penalty in order to protect the cooly against oppression by a bad master and illegitimate pressure to re-engage, and to discourage resort to the macadam.

67. There is the question, however, of applying the penalty of the double cut (see memorial, paragraph 8). This penalty, which consists of cutting two days' pay for each day of illegal absence from work, is in force in Mauritius but in no other British colony. It doubtless accounts, in part at least, for the low rate of pay which the cooly obtains there, lower perhaps than in any other colony, British or Foreign. But in Mauritius it acts as well in the interests of the employer as the exaction of the "journées de remploi;" for although the law allows the exaction of these days as an alternative to the double cut, the employer, nevertheless, always prefers the latter.

The double cut.
Mauritius Ordinance; section 113(2).

It is possible that the cooly might not suffer unfairly in Réunion if the double cut were allowed. The Governor of the colony, however, objected to it, and though he most reluctantly yielded the point with respect to the "journées de remploi", the Government of India could scarcely go so far as to express without further invitation their willingness to allow the imposition of the double cut in its place*.

68. In conclusion, the present recommendation is that the complete abolition of the re-engagement "journées de remploi" be insisted on as essential, and that no substitute be suggested. The new régime can be tried, and if the planters find that their control over their coolies is not sufficient, they can represent their case for further consideration. The stipulation in Article 13, final clause, of the Desiderata has been inserted in pursuance of the above recommendation.

Recommendations.

Chapter VI.—Different kinds of service and engagements.

69. A study of the figures given in Table C will show that of the total labour force of 37,470, only 22,575, or 60 per cent., are attached to the sugar estates and "grand planteurs." No less than 14,953, or 40 per cent., are engaged in the "petite culture" and in domestic service. Among those engaged for domestic service must probably be reckoned those who are in the service of the sugar proprietors. But taking into consideration these figures, it may be said that immigration in Réunion has been largely diverted from its intended object. The reason for importing labourers was to promote, in the first and principal degree, industrial cultivation, such as that of sugar. Employment in domestic service was not forbidden or intended to be forbidden. But it

Decree of 1887, Articles 64 to 68.
Convention, Article X. Mr. Lyall's note, pages 54, 57 (c).
56 (Supplementary work).
Domesticity.

* At the time of the International Commission the infliction of the double cut, as well as of the "journées de remploi," was permitted. Now the latter only is allowed.

was never intended that the penal engagement should be made the principal means of providing the colonies with cheap domestic servants.

Domestic service and hawking

70. This view has been frequently urged by Mr. St. John and other Consuls. That it is correct is shown by the fact that in Mauritius, except the servants of the sugar proprietor and his employés, scarcely a single Indian domestic servant is under engagement. The natural tendency of the Indian when he is clever enough for domestic service is to ask for higher pay than he would get under engagement. The conditions of domestic service away from the estates are such that it is difficult, if not impossible, to extend to the engagé the benefits of the Protective Department. The Syndic cannot make the number of visits required to enable him to inquire into the condition of a number of servants scattered over different isolated families. The law regarding hospitals only extends to properties employing over twenty coolies. As a matter of fact the master of an engaged servant is considered to be under obligation to send his servant, when sick enough to require it, to the communal hospital, where he is charged a certain rate per head. But general indifference, joined to the Indian's objection to go to hospital and the master's reluctance to pay the necessary fee, combine to prevent the Indians being sent to hospital at all.

The Governor of Réunion expressed himself in very strong terms as desirous of preserving the engagement for domestic service, but having regard to the above consideration, together with the repeated testimony of the Consuls that complaints frequently came from the persons so employed, I felt it incumbent to make it an essential condition that employment under engagement for domestic service should for the future be abolished.

This will entail in reality the abolition of the engagement for employment on hawking and similar pursuits, which is equally to be deprecated.

The "petite culture" and "colons parciaires"

71. But there remains the question of the "petite culture." There exists at present a form of engagement which is certainly illegal, namely that known as the "*colon parciaire.*" The numbers thus engaged are no less than 1,882. The cooly is made subject to engagement, and his remuneration consists of a share in the produce of the soil which he cultivates. This form of engagement is contrary to the Convention of 1861 and is obviously open to great abuse. It is one of the commonest forms of fictitious engagement, and for that reason, if no other, should not be tolerated. Then again it is very difficult to check the mode in which the cooly is remunerated. The only provision for the decision of disputes which may arise respecting ascertainment of the share of the produce due to the employer and retainable by the cooly is that of Article 101, clause 2nd, of the Decree of 1887, which gives the juge de paix power to decide the question as a civil action.

Other engagements for the "petite culture," though not open to the objection of illegality, are, equally with those for domestic service, objectionable on the score of the absence of special hospital provision and the difficulty of securing adequate inspection on the part of the Syndic. But the number of such engagements is not really very large, and it would be a sore disappointment to the colony if the continuance of the legal engagements for the "petite culture" were refused.

Solution in Desiderata.

72. Under the Desiderata, Articles 5 and 8, the engagement and re-engagement of labourers is permitted only for the cultivation of the soil. This excludes domestic service but

admits the "petite culture," and it is hoped that this solution will be accepted. The concession was instrumental in procuring the acceptance of other important demands.

Chapter VII.—Periods of Engagements: Parties to Engagements, etc.

Decree of 1887, Chapter II. Period of engagement.

73. The maximum period of engagement is now five years. But from the statement given below of the number of engagements concluded in 1892, it will be seen that the great majority of indentures are now taken for greatly reduced periods, and very few exceed four years.

Period of engagement.	Men.	Women.	Children.
5 years	967	2	5
4 „	1,109	4	4
3 „	2,166	18	11
2 „	2,381	136	66
1 year	3,610	3,114	281
	10,233	3,274	367

The reason of this is that there is not a single Indian labourer who has not been in the island for less than ten years, except the young children born in the country. All now know the ways of the country so well that they take care not to bind themselves for long periods, unless tempted by the large premiums which are offered.

Proposed reduction of the terms.

74. Under Articles 7 and 8 of the Desiderata the maximum period of engagement has been reduced to three and that of the re-engagement to one year. In recent correspondence the Government of Bengal has expressed itself as willing in the case of British colonies to maintain the five years' indenture. Whether, having regard to the action of the Government of India in relation to Assam, a period so long as five years ought to be allowed anywhere is, it is submitted, a matter of argument; and whatever it may be possible to permit in British colonies with their excellent guarantees and liberal administration, it would be impossible to allow in Réunion the continuance of a five years' term of engagement.

The planter of course still urges that it is required to recoup him the expenses of introduction. But that this is not the case is shown by the fact that the term of engagement for the Africans, of whom they are trying in Réunion to procure a fresh supply, is now, and for some years has been, only three years.

But whatever the risk to the employer from the shorter period, in the interest of the labourer it must be insisted on. In spite of all the precautions devised in the Desiderata, and the other reforms suggested in this report, there will remain for some time a frequent risk of the cooly finding himself in the hands of a bad master, and confronted with difficulties in escaping from him. The pressure of poverty will in many instances still induce some employers to attempt to exact hard work and reduce wages. To enable the cooly to fight on anything like equal terms, his independence must be increased by every means that can be devised, and for this purpose, as the planters know only too well, there is nothing so powerful as a short term of engagement.

In the original draft of the Desiderata submitted to His Excellency

the Governor of Réunion a term of *two* years was suggested. It was only after ascertaining by personal inspection that the wage was universally good, and overwork comparatively rare, and that the disposition of the larger employers towards their labourers was no less satisfactory than the Consuls had reported, that the extension to three years was yielded in deference to the earnest representations of the Administration and employers.

Now, however, after the full and cautious inquiry which has been made, the three years period may be accepted with confidence. Of course amendments to give effect to the shorter period will be required in both law and Convention.

Engagement of children.

75. Article 20 of the Decree is one to which serious objection must be taken. Construed with Article 2 of the Decree of 1881, it obliges a child to become engaged at the age of ten. The proper position of a child is that of absolute freedom to engage or not as it pleases. Among the Desiderata, Article 10, revised clause, provides that no children *may* engage until the age of thirteen. On reflection this, it is thought, hardly goes far enough.

In order to secure a proper degree of liberty to the children of immigrants it will be necessary to repeal the first section of Article 20 and to lay down that no child of any immigrant, whether engaged or free, will under any obligation engage itself, except with its own consent, when above fifteen years of age, and when under that age with the consent of the parents. The second clause of Article 22 lays down that the children should, "as far as possible," be engaged to the employer with whom the parents are engaged, or to one residing in the same "commune" as the parents. This again is insufficient, and it should be provided that when the parents are engaged labourers, no child may be engaged to any employer other than the person to whom the parents are engaged without the consent of the Protector of Immigrants. The case of Govindin Paravondom, recently reported by the British Consul and submitted (with a note by me) to the Government of India, proves the necessity of this precaution.

Payment to engagiste of indemnity by woman on her marriage.

76. *Article 21* —This article might conceivably be so worked as to discourage marriage. It would do nothing but good and get rid of a possible difficulty in the way of marriage, if the obligation to pay an indemnity upon marriage to the engagiste were cancelled. Women are not given premiums, and if they were, the premium is now to be abolished. (Paragraph 91 and Desiderata, Article 11.) It is difficult to conceive therefore of any occasion for the exaction of an indemnity. But there is a desire to keep women, whether married or not, on the estates, as attraction to the labourers to engage, and employers are still lamentably indifferent to the actual conclusion of the marriage tie between their male and female labourers.

It is certainly worth considering whether the employers should not be made in some degree responsible in the matter. The formalities required to be observed are of the simplest description. The parties have merely to be registered by the *maire* and are excused any fees. Nothing but their indifference stands in the way. Probably many are married according to the rites of the Hindu religion, but the dissolution of caste is so complete that often but little Hindu religion remains. For further suggestions on this subject see paragraphs 135 *et seq.* on Civil Status of Immigrants.

77. *Article 22.*—The second clause should be superseded by the provision suggested in paragraph 75 above.

Guardianship of orphans.

The third clause deals with orphans and is not satisfactory. Instances have occurred in which the persons to whom the Protector has confided orphans have abused their trust, and it is not right that the chance of obtaining the orphans under engagement should be held out (as it is in the clause in question) as the inducement to persons to take charge of them.

The arrangement in Mauritius is much more liberal and suitable. The Protector is there made the guardian of all orphans born of immigrant parents, and takes the responsibility of placing them with the colonial orphanages.

In Réunion the Protector should be given the same position, with authority, perhaps, to permit the engagement for periods not exceeding one year of orphans after the age of thirteen up to the age of twenty-one to suitable employers.

Orphans are, and should not be, under any *obligation* to engage, and their engagement should not be permitted by the Protector whenever he is able to obtain free employment for them.

Coolies bound to serve particular employer.

78. *Article 23* lays down that the cooly can be bound in the country of recruitment to serve either particular employers, or such employer as may be designated for him on arrival. On arrival he is to be assigned to a particular employer, and may not be transferred to another without his consent except under careful precautions. The article has, on the whole, been well worked. The first clause, it is true, is not incompatible with the old abuses in recruitment. But if the requisition system prescribed in the Desiderata is accepted there is no danger of these abuses recurring. Occasionally, it is true, coolies have found themselves under bad masters when properties change hands. But they have not been allowed to suffer in the matter of arrears of wages, and in other respects it seems difficult to devise further practicable safeguards for their protection.

The form of contract in Réunion.

79. *Article 24.*—I had the opportunity of inspecting many of the contract forms at the various Syndics' offices. They were kept in little books bound in boards; the conditions exacted by Article 24 were entered in print, and the whole formed a convenient and durable record of the transaction. The only fault was that the labourer had not a copy. In other parts of this report have been specified certain contracts which are not in accordance with the law (*e.g.*, those passed by women, and the '*colons parciaires*'), and the amendments required. Some alterations in the various obligations specified in this section will, also, be required, if emigration be resumed upon the system embodied in the Desiderata.

Obligations under contract.

80. *Article 25.*—As indicated in previous paragraphs, this section is difficult to work in the case of contracts for domestic service and the "petite culture." Its retention, however, is very necessary, and with the abolition of the engagement for domestic service it will doubtless prove effective enough.

The minimum wage.

81. *Article 26* fixes the minimum wages. These are: for adult males above 16, fr. 12·50, for adult women fr. 7·50, for boys from 10 to 16 and for girls 10 to 14, 5 francs. These rates are exceedingly good, and, for the reasons stated in Chapter XI, I have no alteration to suggest.

Engagement of women, Article 26, Decree. Note,* page 77.

82. Something, however, must be said here regarding the engagement of women, which is in a very difficult and anomalous position. The contract is made nominally with an

* Elsewhere cited as the Note.

obligation to perform work and for the wage stipulated in this Article, *viz.*, fr.7·50. But as a matter of fact they receive no wage, and, in the majority of estates, no rations, though they are entitled under the law to both. On the other hand they do no work which, under the law they owe, no less than engaged males. They are allowed, however, to work if they choose to do so, and whenever they do are given a daily wage of 75 centimes to one franc per diem. But on one estate only (a tapioca factory) were they systematically employed, and uncommonly smart and workmanlike they were.

The existing situation, which has no legal sanction whatever, has, however, arisen solely out of desire to deal fairly with the women, and to provide the men with helps in the management of their households, if it cannot be said, in every case, with wives. The women being so few are very valuable, and as already explained add greatly in the eyes of the male labourers to the attractions of the estates. They are with few exceptions utterly unwilling to work, and it seems to be recognised that the emigrant's wife or companion cannot even be expected to do regular labour! This is a somewhat startling view to persons accustomed to the practice of Indian women in their own country, who whether in their villages or as members of the labour forces of Assam and Ceylon, often do at least as much field work as the men. The fact, however, that in Réunion the women hardly ever work, though from many points of view regrettable, may be taken to indicate the very substantial prosperity of the Indian in that country. How many of their class are there in India who could support a wife unless she worked regularly ?

The fact, however, of the women not being put to work has had undoubtedly a bad effect in the development of immigration in Réunion and perhaps in other colonies as well. They are naturally regarded by the planters as useless encumbrances, a fact which accounts probably to some extent for the difficulties always alleged by emigration agents in obtaining a proper proportion of them. This difficulty is much less formidable in Assam and Ceylon, where the women work regularly on the plantations.

But however benevolent in its intention the policy of the authorities towards the women may be, it is wrong that the engagement of women should in fact be illegally executed; and awkward situations, as might be expected, have resulted. A report was received on the subject in 1890 (Despatch No. 18 of 13th February), but the issue was left unsolved; and in a more recent case taken up during the enquiry, the employer after passing the contracts with the women on the usual understanding that they should not work, suddenly insisted on their obligation to do so. He had the law on his side, but the women left the estates and the men with whom they lived threatened to do the same. Finally pressure was brought to bear upon the employer, who in the end consented, though with evident reluctance, for the sake of his men, to keep on the women without exacting work.

The ancient practice before the passing of the law of 1887 was for the women to be engaged, " pour faire le ménage " either "de son mari," or " de ...," that is, to be wife of some labourer or to live with him out of wedlock. This form of engagement was objected to, and under the Decree of 1887 is illegal. Notwithstanding, in the St Paul Syndicate, engagements in this form were, I found, still being passed. Moreover, whatever the form, this is to all intents and purposes the character of the engagement that really takes place.

In Mauritius, although the law contains no express declaration on the subject, the women on the estate are never placed under engagement.

But, under the law as it stands, with the obligation placed upon all Indians not specially excused, to place themselves under engagement, this solution was hardly possible in Réunion, and it is one which would not be welcomed now. Immigrant women there are given terribly to promiscuous prostitution as it is, and it would be a pity to relax any expedient whereby they are attached to family life, or to a particular estate on which a husband, real or reputed, is serving.

Encouragement of marriage.

83. The proper solution is not easy to find. In the first place, however, marriage should be encouraged by the measures suggested below, paragraph 135. If the Desiderata, Articles 7 and 8, are given effect to there will be no longer any legal difficulty in allowing women to reside on estates without engagement. It would probably, however, be best to enact expressly that they are at liberty to do so. As a further inducement to marriage it might be added that, if married, women shall, whether under engagement or not, be entitled to rations and medical care; if not married, that they shall not be entitled to these privileges without the corresponding obligation to work. It has not been thought necessary to demand these concessions as essential to the renewal of emigration, but endeavours should, it is submitted, be made to obtain them from the French Government, who would not be likely to raise very formidable objections.

Execution of contracts, supervision of Protective Department.

84. *Articles 27 and 28.*—All contracts of engagement on the part of Indian immigrants are now passed before the Syndics, who are the subordinates and assistants of the Protector of Immigrants. Of course if immigration is resumed, the first contracts will be passed under the immediate supervision of the Protector in accordance with the provisions of Article 13. In view of this the first clause of Article 28 can hardly apply to the first contracts of newly imported immigrants.

85. *Article 29.*—The first clause is certainly not strong enough in requiring the Syndic to satisfy himself only of the "sincerity" of the contract.

He ought to be bound to inquire specially into its voluntary character, to explain it to the labourer, and satisfy himself, in the case of re-engagements, that there has been no unfair pressure exercised by complaints to the police or otherwise.

The functions of the Syndics, with reference to the conclusion of contracts, are more fully treated under the head of the Protectorate, paragraphs 188 *seq.*

Delivery of livret and carte d'identité.

86. *Article 30.*—The livret is given to the engagiste and "the carte d'identité" to the immigrant who contracts. It has been above suggested that the latter should have either with, or independently of, the "carte d'identité," a copy of the conditions inscribed on the livret.

Syndic's power to refuse to allow engagements, Articles 31 and 32, for "cruel conduct" and other reasons.

87. *Article 31* is an excellent one, and it is only to be regretted that it is not more strictly worked. Seldom or never is a contract refused as directed in clause 1 on account of "sévices" on the part of the employer towards his labourer, and that fictitious engagements are frequently allowed is a matter of notoriety.

The term "sévices" is doubtless one which requires further definition. A single act of cruelty, a single assault, for instance, would not probably be held to

constitute the "sévices" which would justify the Syndic in refusing his sanction to a contract. Some endeavour might be made to obtain a closer definition of the term "sévices," or better still to give the necessary authority of refusal whenever an employer has been convicted in court of any injury to the person or property of his labourers. For, though the single act may not, by itself, be serious, yet, it may be safely assumed that in Réunion, whenever a *conviction* of an employer or manager is obtained something really serious has occurred. It cannot be thought unreasonable that an employer or his agent convicted of assault, should at least run the risk of a refusal of sanction to contracts with him. He has always the chance o obtaining the Protector's sanction notwithstanding the refusal of the Syndic.

More stringent measures than this are not required, since for the first contract, the immigrant will be protected by the British Consul's check upon requisitions for imported labourers. After the first contract the labourer will be in a position to look after himself, and will not be engageable for more than a year at a time.

88. *Article 33* provides for the furnishing by the employer to the Syndic of timely notice of the expiration as well as of the "journées de remploi" due from the labourer. It will be unnecessary to retain any but the first clause minus its last sentence if, as above suggested, the "journées de remploi" are abolished.

Conversion of certain debts to employer into "journées de remploi."

Article 34.—It will certainly have to be made clear that the abolition of the "journées de remploi" applies no less to the supplementary days exigible under Article 34 for debts to the employer, than to those which can be demanded for absence from work. See Desiderata, Article 13.

89. *Article 35* provides for the disposal of the "immigrant" at the expiration of his engagement, until he has exercised his choice between repatriation and re-engagement If emigration is resumed this will be superseded by the new conditions enabling the immigrants to obtain an old immigrant's ticket and remain free (Desiderata, Article 8).

Chapter VIII—Re-engagements.

90. In the matter of re-engagements the International Commissioners found some of the most serious abuses which they were called upon to notice. Sir F. Goldsmid said "the re-engagement system is openly and palpably bad."

Decree. Article 30, *seq.* Convention, Article IX, clause 4. Note, page 62. Abuses at time of International Commission.

They found—

"(*a*) that the re-engagements were made years before the expiry of the current contract;

(*b*) that the bounty claimable under the Convention had in a large number of instances not been given;

(*c*) that re-engagements had been frequently made at wages less than those under the original contracts;

(*d*) that the consideration for re-engagement was frequently a woman;

(*e*) that by inducements and cajoleries and the deferment of repatriation the immigrant was made to re-engage until he became

nothing better than a worn-out pauper at the end of a life-long servitude."

Things are much changed for the better.

The first four abuses have, it may be said, almost ceased to exist. The Decree does not in effect absolutely prevent anticipatory re-engagement; but as a fact a man is not approached with solicitation to re-engage till very closely upon the termination of his indenture.

The bounty, except in isolated instances, is always given, and is often as high as forty and fifty francs per year of engagement. No such high bounties are known in Mauritius.

Engagements at lower wages are confined to children, the old and infirm, and Article 37 of the Decree is faithfully observed. (See below on Premiums.)

The consideration for a re-engagement is never openly a woman, but that they are never held out as an attraction is more than can be said. The remedy required has been indicated in the remarks on the employment of women and marriage (paragraph 82).

For the last named and general abuse (*e*) it must be admitted that pressure of all kinds is brought upon the immigrant to induce him to re-engage. This is not unnatural in the condition of the labour-supply. But "life-long servitude" is no longer the term to apply to the Réunion immigrant except in rare instances. He re-engages generally only for one year, and goes to the master he prefers in the majority of instances. He is always under engagement, but it is seldom against his will. The grant of free settlement now to be secured in the Desiderata will rectify the abuses that remain.

The Premium or Bounty.

91. Under the Convention, Article IX, clause 4, the labourer is declared entitled to a bounty on re-engagement, though no attempt is made to fix its amount, and until quite recently the propriety of this provision has remained unquestioned. Recently, however, Mr. Bennett has recommended its abolition (Annual Report for 1891), and the question was much discussed in Réunion with the Consul, the Government, and influential proprietors.

At present the labourers get very handsome premiums on re-engagement, and the practice of withholding them is almost unknown. There was an isolated case a few months ago with respect to which, however, the Government of India did not fail to remark that the authorities had exercised some interference on behalf of the cooly.

But Mr. Bennett is most strongly of opinion, and in his view is fully supported by the Governor and the planters, that the premium should be abolished.

There can be little doubt that with a system of long engagements these views are sound. But it is less certain whether with the reduction of the term of re-engagement to one year the premium could any longer be made a snare to the immigrant. The utmost that any of them get even now is fifty francs a year. Still, it is infinitely better for them to get their increased remuneration in the form of increased pay than in the shape of any premium, large or small, which will be spent a week after they have touched it. It may be feared that they may not find it so easy to stipulate for an increase of pay as for a lump sum. But even if at first they do not learn to do so, they will soon get the necessary experience.

Accordingly in the Desiderata, Article 11, the grant of premiums has been prohibited.*

92. *Article 37* provides against any reduction of wage upon re-engagement except with the consent of the Protector of Immigrants. It abolishes an abuse objected to by the International Commission. It is not certain, however, whether with the increased freedom of the immigrant that there any longer exists any real necessity for this article. Indeed, some proprietors declared that they found themselves fettered by the law in the retention of old labourers at reduced wages, men whom they were willing enough to keep on in their service upon nominal work in consideration of long and faithful service. Perhaps the point is not of sufficient importance to make it worth while to bring it forward.

Reduction of wage on re-engagement.

93. *Article 38.*—This article is difficult to deal with. Desiderata, Article 9, indeed is very much in the same terms as the first clause of this article, which declares the illegality of anticipatory re-engagements. This declaration is, however, practically nullified by the power which is given to the parties in the next clause to annul a contract by mutual consent before its termination with a view to re-engage. It is certainly necessary, in order to give the cooly perfect freedom in the matter of re-engagement, to abrogate the qualification of the general principle thus introduced. This has been repeatedly laid down by the Government of India (see Despatch No. 17, dated 25th April 1882, paragraph 4).

Anticipatory re-engagement.

The best way of doing so would probably be to simply enact that any re-engagement with an employer whose previous contract with the re-engaging labourer had been annulled prior to its termination, would be null and void. It would be as well to inform the French Government that for execution of Article 9 of the Desiderata some such provision as here suggested would, in the opinion of the Government of India, be required.

94. *Article 40.*—It is doubtful whether the country of immigration should have liberty at its discretion to repatriate the immigrants who are found to be "dangerous," by which term no doubt is to be understood criminals or diseased. I am not sure that it might not be advisable to stipulate that no immigrant shall be repatriated to India against his will. This is practically provided for in the Desiderata, Chapter V, respecting repatriation, but it may be advisable to have the principle more precisely laid down.

Revocation of contract in case of a "dangerous" immigrant repatriated by order of the Administration.

95. *Article 41.*—I believe there exists little or no subletting of labour now in Réunion, and no further provision is required.

Subletting of labourers.

* It may be thought sufficient to enact that the right of the immigrant to premium shall be abolished, as this would leave the employer liberty to grant a premium or present if he desired to do so, though the immigrant would no longer have the right to claim it. I personally should have thought this sufficient restriction upon the practice of granting premiums. But the Governor of Réunion preferred the absolute prohibition of them, and I was not disposed to object, as no doubt nothing short of prohibition would prevent a number of proprietors continuing the practice in some form or another. It occurred to me that it might be advisable to suggest that the immigrant should be declared by law entitled to an increase of wages, But his extra freedom under the new conditions seems to me to give him a sufficiently strong position.

Chapter IX.—Dwellings.

See Decree of 1889, Articles 45 and 46. Mr. Lyall's note, page 60.

Camps, buildings, water-supply, sanitation, etc.

96. The description of the camps given by General Goldsmid is as follows:—

"The camps are generally well situated; and are either 'cases,' huts of mud or thatch, or matting leaves and branches with or without mud; or 'cabanons,' stone-built houses in rows or detached and roofed with zinc (now corrugated iron), wooden tiles, thatch or ordinary tiles."

This description still holds fairly well. If anything, there has been improvement in the points which are of special importance with respect to camps, *viz.*, site, water-supply, houses of suitable materials and dimensions, provision for drainage and plinth.

There were few camps indeed either in Mauritius or Réunion which came up to the highest level in all these respects. But considering the standard observed in an Indian village, or even in some regimental lines, it cannot be said that the Réunion camp falls as a rule short of reasonable requirements.

In the first place the water-supply is as a rule extraordinarily good. The water has, for the purposes of the sugar-mill, or perhaps for the supply of the nearest communal town, to be brought frequently from springs high up in the hills, sometimes over great distances, in pipes; and most proprietors have erected taps in connection with these pipes either in the camp itself or close to it. This is an immense boon to the cooly.

97. The stone buildings are arranged in lines much like the servants' houses in an Indian establishment. But the state of repair not unfrequently calls for improvement, and the walls, the material of which is usually decidedly porous, are seldom properly protected with whitewash. The thatched huts, on the other hand, where they occurred, and this was generally in the estates on the leeward and drier side of the island, are usually detached. Stone houses are generally fairly well raised from the ground; not so the thatched ones. On the other hand the sites of the latter are generally so chosen as to afford good natural drainage, while the former are often round three or four sides of a square—an arrangement which has many sanitary drawbacks, and generally results in a pool of objectionable matter in the centre. There are surface drains in front of the stone lines, or traces of them, but they have seldom been kept up in proper condition. The general cleanliness of the camps is much impeded by the free admission of domestic animals, cows, pigs and fowls. The permission to keep these animals is highly valued by the cooly, and should on no account be withdrawn, but the Mauritius regulation should be introduced, obliging him to confine them to a separate enclosure.*

98. It is the general practice in Réunion for the proprietor to give gardens to his coolies, and where the camp consists of separate huts this arrangement is of course greatly facilitated. It is attempted, however, also in the other camps, a plot of ground being allotted for the purpose. But in these cases the garden lot is often only partly taken up; whereas when the hut is separate it is seldom that the occupant does not work at the surrounding plot of land. Even where the

* This system, which results in the accumulation of the manure in one spot, is no less profitable to the employer than it is good for sanitary purposes. The admirable manure-heaps which met the eye on Mauritius estates were in Réunion mostly conspicuous by their absence. The loss to the proprietors from this cause must be considerable.

main portion of the camps is in lines the practice is to allow separate huts to the sirdars or more valued labourers who have been long on the estate, and by whom the privilege is always very highly appreciated.

Recommendations.

99. Altogether the camps in Réunion are far from being a general scandal to the colony or the proprietors. In individual cases there is much that requires improvement, and in at least two of the estates inspected the camps or parts of them were very bad.

I. Special precautions, therefore, are required to secure that proper cam paccommodation is provided for any new labourers that may be introduced if immigration is resumed. In the case of stone buildings there would be no objection to use the old ones already existing for that purpose, but it should be ascertained by the Protective Department before labourers are supplied that they are in effective repair.

II. Separate enclosures for animals should in every case be insisted on.

III. The medical officer should make at least a yearly inspection of camps, and should certify to their adequacy both as regards site, water-supply and character of buildings.

IV. The Protector's certificate should be required for each camp that it is in accordance with the regulations and sanitary requirements of the medical officer.

V. Any employer who has not this certificate, and fails to obtain one within a reasonable time, should be disqualified from employing engaged labourers.

Supervision by Protector.

100. The provisions of Articles 45 and 46 regarding dwellings seem to be insufficient as the stand. Article 46, indeed, is probably more or less of a dead letter. The Protector with such medical advice as may appear necessary should have power to lay down regulations as to the sites, the dimensions, the drainage, the mode of construction, the raising from the ground, the material, and other points affecting the character of buildings allotted for the lodging of immigrants. Present camps might be allowed to remain if the sites, after a special inspection, and the general health of the estate, are considered good enough by the Protector. But if the mortality during the last three years has exceeded an average of, say, forty-five per mille, there should be a special and full inquiry into the character of the lodgings and their site, and any requirements found necessary after such inquiry should be carried out within a period not exceeding, say, three months, under penalty of rupture of all engagements on the estate.

Dwellings of coolies under "small" proprietors.

101. Little or no supervision is at present exercised over dwellings in the case of small proprietors employing less than twenty labourers. This is another reason for the abolition of engagements for domestic service, though not a strong one; for servants, as a matter of fact, are not badly lodged as a rule.

Chapter X.—Rations and Clothing.

See Decree of 1887, Articles 47 to 50. Convention, Article VIII. Mr. Lyall's note, page 59.
Rations, Quantity, Quality.

102. The next subject for treatment is that of rations.

The prescribed ration consists of 800 grammes of husked rice, 100 grammes of salt-fish or salt-meat, 100 grammes of vegetables, and 20 grammes of salt, daily. This compares on the whole favourably with the Mauritius ration, which is only

750	grammes	rice	per	diem
and 250	„	dholl	„	week.
250	„	salt-fish	„	„
125	„	ghee	„	„
125	„	salt	„	„

In Mauritius there is an allowance of ghee, but less salt-fish and farinaceous food. The exact quantities of these rations are on the whole well conformed to. In one estate, that of Mr. Adam de Villiers, Riviere du Mat, there was made, at the inspection, a complaint of short measure, and the Syndics occasionally have complaints regarding both quantity and quality of the rations. But it was clear that there was nothing like general want of conformity to the regulations in this respect or any discontent on that account. A favourite form of *douceur* is an extra mug of rice at the end of the week.

The distribution of rations takes place, almost without exception, weekly. It forms an excellent opportunity for the check of the number of days of absence, and as the Syndics have difficulty in being present on pay days, I think they should be directed to present themselves upon the occasion of the distribution of rations.

There was a great scandal some years ago with respect to rations in connection with a disreputable proprietor who has since then had to leave the island; but since that case the Syndics and Consulate have had little serious trouble with respect to this matter.

The only amendment required in law or procedure with respect to rations is the more careful and regular verification by the Syndic.

Clothing.

103. I am not disposed personally to quarrel with the provisions regarding clothing contained in Articles 51 and 52. General Goldsmid did not like the style of clothing and commented on its general shabbiness. But as remarked in paragraph 44 above I saw nothing to lead me to suppose that it was insufficient.

The Consuls have from time to time recommended that its delivery in kind should be compulsory. There is this to be said for their view, that the Indian is often tempted to drink away the cash given him in lieu of clothes. But since there is not sufficient evidence that he is badly clothed, I would not insist on this amendment of the law, which subjects him to the necessity of donning the hideous blouses which are provided for him. If left to himself, there is more chance of his adhering to his own far more suitable as well as picturesque style of costume.

Chapter XI.—Wages.

The legal minimum.

See Decree of 1887, Articles 53 to 63. Convention, Article VIII. Mr. Lyall's note, pages 55, 61 (Truck system).

104. The legal minimum is francs 12·50 exclusive of the possible cuttings being a conversion of the Convention minimum of R5 at the exchange of par, *viz.*, fr. 2·50 per rupee. This works very favourably to the cooly. The planters have once or twice protested, but I am glad to say that the Administration opposes itself resolutely to any change

in the mode of reckoning the wage, and it is advisable that the Government of India should do the same. It is to be remembered that the Indian finds himself in Réunion in a gold standard country, and it is right that his wage should be fixed in the currency there prevalent. Allowance has also to be made for the unsatisfactory condition of the Colony in both its currency and financial arrangements. In the contract concluded in India if emigration is resumed, the wage should be expressed in both francs and rupees, the latter being reckoned at some fixed rate of exchange, say, 1·66 francs the rupee, which corresponds to a rupee of 1*s.* 4*d.* This makes the cooly's minimum monthly wage equal to 7 rupees 8 annas per mensem. When it is remembered that he gets rations in addition it must be conceded that this is a good wage.

Amount and regularity of payments.

105. Very special attention was given in the course of the inquiry to this exceedingly important matter; for after all the principal object of emigration is gained if the emigrant is secured employment at a good wage, regularly paid.

The International Commission found the existence of serious abuses under this head. Many, especially new, immigrants were not paid the contract minimum rate of 12·50; cuttings were severe, registers badly kept, and payments irregular; and there existed an objectionable system of truck and payment in kind. Now, however, all this is changed; the law of 1887 makes provision for regular payment, standard registers, and the minimum wage. Truck is, if not wholly abolished, yet extremely rare, and cuttings are carefully regulated.

The registers which were inspected were everywhere on the whole exceedingly well kept on every estate, and the payments beyond question liberal, especially when the initial premiums were taken into account. Only the old, the weak or the non-adults were paid at rates less than the monthly minimum; many adults at much higher rates: 15 francs was a frequent wage. The high wages earned by skilled workmen are mentioned below in paragraph 121.

But in order to arrive at the actual amount earned, the figure of the monthly wage rate is not a sufficient criterion. There is on one side the premium to be taken into account, which is seldom for an able-bodied adult less than 20 francs per annum of engagement; the average might be safely taken at 24 or even higher. This adds another two francs to the monthly wage. On the other hand, there are the cuttings. The wage, in fact, is not a monthly but a daily wage, paid for the days on which a man is present at work, and for authorised holidays. The cuttings that take place no doubt reduce the actual earnings by a good deal. The reduction, however, was certainly not greater than occurs in Mauritius, and of course the premium is not subject to any reduction. It is impossible, owing to the absence of the necessary summaries in the registers, to make out exactly what the *actual average earnings* were, but I reckon them at nothing less than ten francs, exclusive of the premium, for men whose monthly rate was twelve and a half. This is the equivalent of about R6 per mensem. For premium at the lowest another rupee or rupee and a half must be added.

A deal of discontent, however, is undoubtedly occasioned by the cuttings, and by far the largest number of complaints to the Syndics have always been with respect to wage payments.

The figures from the Annual Reports are given below :—

	1887.	1888.*	1890.	1891.
Total number of complaints . .	1,347	392	338	227
Number of complaints of non-payment of wages . . .	1,085	240	129	81
	or 80%	or 62%	or 38%	or 36%

These figures show that concurrently with the reduction of the number of total number of complaints there has been more than an equivalent reduction of the complaints with respect to wages. Too much reliance, however, must not be placed on the figures for reasons which are fully explained lower down in the paragraph on complaints.

Cuttings.

106. The cuttings are made for two reasons, first absence from work and secondly for short task. The first reason is of course legitimate if the absence has really occurred. But, as it is, the verification of absences is not well enough conducted, and the cause of frequent absence is, except in the case of confirmed bad characters, too often general discontent with the treatment on the estate. In such circumstances the cooly will sulk in his house, or perhaps try for daily employment elsewhere. Managers and overseers are no doubt often responsible by arbitrary conduct and want of tact for this state of things. The premium system is also at fault; for a bad master finding his men determined to leave him will offer a high premium, which they will take knowing it is not subject to cuttings. Then, perhaps, they will render him bad service, while he, probably to recoup himself for his lost premiums, will cut more severely than ever.

There is, however, much intentional absence without discontent. The labourer deliberately stays away from work in order to attend to his garden, or look after his own affairs, or for sheer idleness. A single man especially is so well off on the pay and rations that he does not feel the necessity of working all day and every day.

Cuttings for short task.

107. Cutting for short task is much more objectionable, and is fully dealt with in another section of the report. It certainly, however, accounts for by far the smaller part of the wage-cutting that takes place.

An estate also which attempts injustice on this score gets a bad name and men often refuse to re-engage there, and despite the bribe of high premiums even under the present system. An automatic remedy for this, better than any amount of inquiry on the part of Syndics, will be brought about by shortening the term of contract for initial and subsequent engagement.

Correspondence of books and actual payments.

108. There is never any complaint that the payments are not made according to the entries in the books. The keeping of regular pay registers was first prescribed in article 53 of the 1887 Decree, and the section has been fully complied with. It was a decidedly regretable omission that the form of pay register was not prescribed at the same time. But it is all the more creditable to the good sense and justice of the proprietors that they have of their own accord adopted the form which is prescribed by law in Mauritius. There

* The large reduction in the number of complaints in 1888 is explained, so far as possible, in paragraph under Complaints.

is only one thing which is required with regard to this form, and that is, that as in Mauritius, it should be supplemented regularly at the conclusion of each month with a summary showing the number of absences, legal and illegal, the amount of wages deducted on account of each kind of absence, the net sum paid to the labourers and the actual monthly earnings realised. This is essential as a means of reference in the investigation of complaints respecting unfair cutting of the wage, and as general evidence of the practice of the estate as shown by its books.

Daily reckoning.

109. In Article 54 of the law of 1887 an important reform on previous practice was introduced by making the wage payable in fractions of one-thirtieth, instead of, as previously according more or less to the discretion of the proprietor, who frequently fixed as the fraction the twenty-sixth, estimating four holidays in the month, and therefore only twenty-six working days. The earlier practice was certainly prejudicial to the cooly by increasing the amount of cuttings for absence, and it was objected to by the International Commission.

Monthly disbursements.

110. By Article 55 the payments are to be in general, monthly; in exceptional cases, bi-monthly. Instead of this the general practice is that of bi-monthly payment. The reason given is that a large portion of the labourers, often it is to be feared the majority of them, as soon as they are paid remain absent from work and spend their money on drink and women. There is only too certain truth in this allegation, and there is no harm in the permission of the wider intervals between the payments, since it is incontestable that the payments themselves are regularly made. The only objection is as regards the contestation by the cooly of his days of absence. But, as suggested above, the best guarantee for justice to the cooly in this respect is a short term of engagement and freedom as regards re-engagement. At the distribution of rations the labourer has the opportunity almost forced upon him of verifying the number of his absences, since in all but four cases mentioned in Article 111 of the Decree of 1887 he loses his rations in respect of absence, whether legal or illegal. The majority of absences are either illegal or for sickness, and are easily verifiable by the labourer.

Verification of payments.

111. The provision for verification of payments is contained in Article 56 of the Decree, but is most imperfectly observed. The Syndic is directed to assist at payments and sign the books once a month; but in very few estates did the Syndic's *visa* appear on the books with the prescribed frequency. The reason given is that the payments take place in several estates on the same day, and the Syndic is not able to be present at more than one at a time. But there is probably nothing to prevent him, even under the existing system, from assisting at payments far more often and regularly than he does at present. As explained further on however, the Syndics are not wholly to blame for the laxity prevailing in the observance of these provisions of the law. (See paragraphs 188 *seq.*, especially paragraph 192.) If these duties are to be well performed, improvement in the remuneration and position of the Syndics is indispensable.

The Syndic's presence at the distribution of rations would afford the necessary opportunity of verifying absences and of hearing complaints with respect to cuttings for short task. It would also compel the employer to have

his books written up regularly by the week, itself a good guarantee of correct entry of the coolies' dues.

112. *Article 57.*—It will be advisable, in view of what has been stated above, that I should go through these *seriatim*.

Authorised stoppages of wage. The poll tax.

For the payment of the *Côte personelle.* This impost is a poll tax leviable by the law of the Colony on every inhabitant. The rate on the immigrant is 6 francs per annum. He pays nothing for his wife or minor children. It has several times been suggested that it ought to be abolished so far as the Indian is concerned. The Administration, however, shows great reluctance to forego this source of revenue. There would not be so much to say against the tax if it were only more equal in its distribution and realisation. As regards its distribution, it is objectionable that the cooly and his employer should pay the same direct tax without any adjustment to the difference in their means. As regards its realisation there can be little doubt that the greater part of the revenue obtained by the poll tax comes from the immigrant, or from his employer, on whom in reality the tax ultimately falls. The Creole labourer never has a penny put by and never works regularly, and there is not, therefore, any known wage to realise from as there is in the case of the Indian engaged labourer. Of course this state of things might be overcome by energetic action, and it is quite possible that partiality for the Creole with his elective vote may be one of the reasons for not taking this action. But after all as regards the immigrant, the tax really now comes out of the pocket of the employer. The cooly is perfectly aware that he has to pay it, and makes his bargain for wages accordingly. The only person, therefore, who has to be considered with reference to it is the *newly-imported* labourer, and the facts given in paragraph 101 above show that, even with a deduction of the six francs a year, or fifty centimes a month, he actually earns more than the original five rupees plus rations for which he bargains. It is not, therefore, necessary for the Government of India to insist further on the abolition of this tax, the distinction between which and the undoubtedly objectionable tax on the "permis de séjour" is that the latter is special to the Indian and other Asiatics who reside in the country, while the former is, at least in name, leviable equally from every adult in the island whether foreign or indigenous. Again, the poll tax being leviable upon all Indians whether free or engaged, does not act as a discouragement to free settlement. The tax on the Asiatics, on the other hand, directly discourages free settlement, and its abolition is therefore imperative. (See Desiderata, Article 19, revised clause 2.)

113. The stoppages prescribed in the second and third clauses of Article 57 call for no remarks. The latter sub-paragraph, clause 3, refers to venereal disease, of which there is, it is to be feared, a good deal in the island. It is, however, very seldom put in force. Indeed, I did not come across a single instance of its enforcement.

Venereal disease.

114. Fourth clause.—The cut of one-thirtieth of the wage for the *whole* day's absence is unobjectionable.

Half and whole day's cut.

The cut of the sixtieth for the half day is most frequently put in practice in connection with the short task. It is in many points objectionable. With reference to this, see under "Tasks" and "Absences."

115. It will be seen that in the Desiderata, Article 11, all advances are prohibited no less than premiums. The objections against premiums apply with even greater force to advances. What now happens is that a cooly on spending his premium comes to the master for an advance, and is, thereby very likely, bound to him at the expiration of his engagement. It was pointed out at the time of the International Commission that the advances made to newly-recruited immigrants in India seldom reached their hands. With the abolition of the advances the clause now under discussion will require to be abrogated.

Stoppage to reimburse advances made by employers at the time of execution of the contract (clause 5).

116. With reference to clause 6, which provides for the retention of the equivalent of the ration in certain cases, it need only be explained that the basis of the settlement is equitable. The same tariff, however, is adhered to through considerable periods. In Mauritius the ration is deducted in kind. It is not certain that this is preferable, at any rate in Réunion, where it is as well to make the labourer tolerably certain of his day's food.

Stoppages of equivalent of ration.

117. While there seems to be nothing to urge against clauses 7 and 8 (recovery of damages decreed against cooly up to one-third of his wages), clause 9, on the other hand, works objectionably. It provides that the engaged labourer shall be liable for the amount of his premium proportioned to the unexpired portion of his engagement if he effects a change of masters prior to such expiration. This makes the transfer of labourers when they and their employers cannot get on a matter of considerable difficulty, as the labourer cannot get a new master to take him without arranging for the reimbursement to the old master of part of the premium. This obliges the cooly to submit to a reduction in his wage, which he can seldom afford, proportioned to the unexpired portion of his engagement. With the abolition of premiums this difficulty will disappear.

Reimbursement of premium on change of employer.

118. Article 58 is, so far as it goes, an excellent provision, exempting as it does the coolies' wages from stoppage for debts incurred in shops kept by the proprietor or anyone on his behalf. The article is on the whole tolerably well observed. Occasional instances, however, have been discovered in which the coolies dealt at shops kept by the employers. "Bons" or truck vouchers also, if not actually issued in lieu of wages here and there, have been given, and complaints have been made that their value has been stopped from wages, though no entry to that effect has appeared in the accounts. Something stronger than Article 58 is required, namely, the provision in the Mauritius law, section 167, first clause, forbidding employers to keep, either on their estates or within a prescribed distance of them, any shop whatever. The necessity for such a provision, besides being *primâ facie* indicated by the fact of its existence in Mauritius, is all the greater on account of the occasions for drink and the connection between proprietors and drink shops in Réunion. (Regarding this see under "Drink.")

Exemption for shop debts.

Special attention is invited to the final clause of the Mauritius Ordinance, section 167, which runs as follows:—

Mauritius provision.

"No debt incurred by the servant (*i.e.*, labourer) at any shop shall be admitted or deducted as a part payment of his wages, or as a set-off against the same."

The words "any shop" include all shops whatsoever, whether employers are interested in them or not, and it prevents the coolies' wages being stopped for shop debts even at the instance of the Civil Courts. This is an admirable provision, and much valued by the Protective Department in Mauritius, and it should be strongly recommended for Réunion. It would no doubt diminish the tendency of the shops to give credit, encourage saving, and prevent the indebtedness of the immigrant, who has plenty of ready money with his regular wage payments to enable him to supply all his wants.

Stoppages by employer for reimbursement of advances by sirdars.

119. This is a good place to mention a practice which seems to obtain even among the best employers and managers. The coolies contract debts to their sirdars very frequently at the exorbitant rates of interest common in India. The practice is to utilise the occasions of wage payment for the recovery of these debts. The sirdar prefers his claim to the manager, who probably asks the cooly if he admits it, and if he does, hands over the money to the sirdar. Of course the transaction may be said to take place with the cooly's consent. But the result is that the sirdar gets the benefit of the master's powerful sanction for the recovery of his usurious advances.

Even under the law as it stands, *viz.*, Article 57, the practice is entirely illegal. This not being sufficient, however, to prevent the practice, it might be advisable to provide a penalty against the employer for illegal retention, or if this is thought too severe, at least to expressly draw his attention to the illegality of the present practice.

Privilege of "gens de service."

120. The privilege of the "gens de service" given by Article 63 is most important, and provides a security suggested by the International Commission. It has been most justly worked during the recent financial crisis for the benefit of the labourers on estates which have been placed in sequestration, and it was most gratifying to find that in none of these estates was there any fear that coolies would be the losers of their wage (in all, indeed, payment had been secured), the receivers of the estates or purchasers, as the case might be, being compelled in every case to discharge arrears of wages, if any, as their first liability.

Work and tasks.

121. Articles 64 to 70 contain the provisions respecting the amount of work to be taken from the labourer, and the regulation of task work and day work.

Employment upon the sugar estates has been so fully described by previous enquirers that it is unnecessary in this report to enter into details. Sufficient to mention that it divides itself into two parts,—that concerned with the cultivation of the plant, and that concerned with the working of the sugar mill. The hands employed on the latter duty are often very skilful and highly valued, and many of them receive high rates of pay. One I found getting, although under engagement, 136 francs per month. There are many who receive thirty, forty, and fifty francs per month. They also receive high premiums on re-engagement. Employment in the fields, making holes, irrigation, planting, manuring, weeding and harvesting is done either by the task or by the day according to the character of the work. The question of overwork and the exaction of heavy tasks is separately treated.

There is also carting, the care of domestic animals and the like, with any other kind of miscellaneous employment, which is mostly paid by the day.

Other classes of employment are domestic service and hawking, and the "petite culture." The conditions of the last named differ in no important respect from those of employment on the sugar estates. The great distinction as regards employment in domestic service is that the cooly is made to owe the whole of his time to his employer. This is clearly contrary to the Convention, which establishes for all kinds of service a limit of nine hours' work per diem.

Corvée; holidays.

122. In Article 65 the legal holidays are declared to consist of Sundays, the four opening days of January, and the 14th July. But on all holidays the labourer may be compelled to perform the *corvée* or necessary service for placing the buildings in order, attendance to animals, etc.

In the time of the International Commission there was considerable objection to the practice then prevalent with regard to exaction of the *corvée*, and the cutting of the holidays and Sundays or the retention of pay in respect of those days. These abuses are now non-existent. The *corvée* is strictly confined to the amount required to keep the establishments in order. On many estates it is not exacted at all, the cleaning up being done on the Saturday afternoon, and *corvée* being exacted only as a penalty from a few, the work given them being generally the cleaning up of the camps. In the course of my tour I noticed bodies of labourers taking their ease on the Sunday, and nowhere did I hear any complaints of over-exaction of labour as *corvée*.

Day and task work.

123. Article 68 regulates employment by day or by task. It is the only workable arrangement. It would be practically impossible to settle with the labourer at the beginning of his contract whether he was to be employed by the day or by the task. To do so would entail his being confined throughout the year to one or two kinds of employment, a mode of work which would not be possible on at any rate the majority of estates, where bodies of labourers would be employed in ordinary course the one month upon work which would be done by task and the next month on work requiring to be done by the day.

Estate routine.

124. The usual routine is for the labourer to start out at dawn or thereabouts and to work at the task with little intermission until it is finished. He ought usually with the tasks imposed on estates where work is moderate to be finished by two or three o'clock. I cannot say that in any estates I noticed, as in Mauritius, signs of finishing much before these hours; in some estates the hours kept were decidedly later. But there was no general complaint of overwork. What the men objected to was being cut for short task. This is authorised under Article 68, last clause, under which the labourer who does less than half task is cut the whole day and the man who does more than one-half but less than two-thirds is cut half a day.

The provision is hardly equitable, and accounts in no small degree for the great preponderance of complaints for short wages over all other classes of complaints. It is clear, as pointed out, paragraph 42, that as long as the labour supply is inadequate there must be a risk of overwork in order to get the larger acreage cultivated on an estate. But I feel confident that if there had been in existence anything like the state of things which prevailed at the time of the International Commission, when they recorded that the principal cause of all grievances was overwork, I must have heard of it. The Consul seemed to be of the opinion, no less than I was, that there no longer existed

general overwork. The reason for the improvement is doubtless the greater independence of the coolies, who have learnt not to re-engage on estates where they are liable to be overworked. The best safeguard against overwork for the future is in the increase of this independence.

I may add as one more reason for the opinion that overwork is not the rule, that in the estate pay books the entry "half" which stands for the retention of half the day's pay was decidedly rare. The cuttings for the whole day were almost invariably found on inquiry to be on account of absence, not of short task. But it would be an improvement doubtless if the cut of the whole day for short task were shown by some special letter of its own in the pay books.

Overtime.

125. Articles 69 and 70 regulate the payments for overtime, and are both just and well observed. There was no complaint or sign of a grievance that overtime was not properly paid for. But, no doubt, the season was less favourable for the occurrence of this particular abuse than that of the coupe or harvest and manufacture, when men are wanted to remain on long shifts.

Conclusions and recommendations.

126. Enough has been stated to fully justify the statements made at the beginning of this section in regard to the satisfaction of the demands of the International Commission with respect to wage payment, and the great improvement that has taken place since their time.

Reforms are possible in few directions, and the best safeguards for the immigrant are provided for in Chapter III of the Desiderata, which places him in a position to take service only with good masters and to change his place when dissatisfied.

It will, however, be advisable in addition to get the following reforms adopted if possible:—

(1) The form of pay register should be prescribed by law, and should include a summary of results on the Mauritius system.

(2) The verification of absences and assistance at payments and distribution of rations on the part of the Syndics should be more regular.

(3) Mauritius Ordinance, section 167, should be introduced including the last clause. The first part has already been included in the *Desiderata*, Article 24.

Chapter XII.—Hospitals and Medical Care.

See Chapter IV, Articles 24, 24, and 25 of the Decree of 1887; Article 4, Decree of 1881; Convention, Article VIII, clause 4.

Summary of law.

127. The following is a summary of the law regarding hospitals, which is on the whole admirable in its provisions. Every estate having more than twenty engaged labourers must have a hospital containing one bed for every twenty labourers, or with the Protector's special sanction, there are to be separate wards for men and women, and "infirmiers," or special servants, in charge; the beds are to be furnished with suitable linen. The proprietor is bound to report the occurrence of epidemics and to take such measures for their suppression as the authorities may prescribe. Before a hospital is declared fit for its objects, it must receive the certificate of the Protector or his deputy. The proprietor is to engage a doctor to visit at least once a week, and

where more than 200 engages exist, twice a week, as well as on extraordinary occasions. He is also bound to furnish the medicines and diet ordered by his doctor.

128. The following are points in which the law requires amendment.

Amendments required in the law.

(1) The hospital accommodation depends upon the number of engaged labourers. It should rather depend, as in Mauritius, upon the labour-force residing on the estate, which includes "the women and children residing with and belonging to the labourers, but not all of them necessarily engaged." This will be all the more necessary if free residence is allowed.

(2) The "infirmier" ought to be sufficiently well qualified to dispense medicines in anticipation of the doctor's arrival. This has been found necessary in Mauritius, where there are specially qualified "dispenser stewards."

(3) The certificate of the hospital should be grantable by the Protector only, not by his deputy, who in the majority of instances would only be the Syndic. If the Protective Department, however, were provided with a special medical officer, his certificate, if countersigned by the Protector, might be accepted as sufficient.

(4) The doctor's visit ought not to be less frequent than twice a week on any estate, large or small. There is really no difficulty in arranging for these visits, and I did not find that large estates were really much more frequently visited than small ones.

Doctors object to visit frequently because they are not properly paid. The difficulty as regards payment would be got over by arranging, as in Mauritius, for a fixed yearly fee per head of the labouring population. (Section 79 of the Mauritius law.)

129. But what is really far more important than the amendment of the law is the proper observance of it. Indeed, it may be said that if it had been strictly observed, the practical result would have been the medical care of the labourer if not in all respects up to the ideal of British colonies, yet sufficiently good to afford him efficient protection and succour in times of illness, and what is at least as important to the proprietors as to the labourer, a considerable reduction of mortality.

Observance of law.

130. A reference to pages 59 and 60 of Mr. Lyall's note will show what the International Commission found and recommended with reference to hospitals and medical care. Apparently, they were fairly well satisfied with what they saw. The number of estates in which the hospitals were unsatisfactory was put at 16 out of 66 visited, or about 25 per cent. I find that the Protector of Immigrants considers only 10 in the whole island unsatisfactory. Probably these are reported so in the tri-monthly returns of the Syndics. But it is to be remarked that no less than five of these ten occur in the number of those which were inspected during the tour. There were only six out of the twenty-six estates visited, the hospitals of which would have had a chance of passing muster in Mauritius, and seven at least were in a decidedly discreditable condition. Thus the percentage of bad hospitals is still at least as high as in the time of the Commission. My judgment, however, is probably severer than theirs. The reason doubtless is that in their time the excellent arrangements in force in Mauritius

Comparison of state of things with that existing at the time of the Commission.

had not been introduced. On the whole, however, something ought to be done to raise the general level of hospital provision.

Points observed and neglected.

131. There was, however, no estate which I visited which had not some building which was called the hospital, which was not provided with the requisite number of beds and medicines, superintended by a special servant in charge. Every estate had its doctor, and visits were paid with tolerable frequency, nowhere less often than once in three weeks, and in most properties about once in ten days, in one or two once a week. The registers were written up and the doctor's entries generally full and careful (though those of the doctor of the Saint Rose district form a notable exception).

But the provision regarding the isolation of the buildings, section 72, was frequently disregarded, the servant in charge was generally little better than a cooly, and the accommodation in the matter of beds and coverings was, where not obviously renewed for the purpose of my inspection, very inadequate in many cases. The provision requiring the Protector's certificate as regards the hospital does not seem to have been observed. By Article 79 of the Decree of 1887, the proprietors were given three years to get their hospitals into order, and it is by no means creditable that they have not yet been compelled to do so up to the present time.

Protector's inspection.

132. By the law of 1881 the Protector is bound to make at least once a year an inspection of all hospitals in company with the chief medical officer of the island or a suitable deputy. This is never done.

Difficulties in procuring observance of law.

133. There can be no doubt that there are difficulties in procuring the proper administration of this part of the law. The proprietors honestly think, many of them, that the requirements in respect of medical care are unreasonable, and anything like the cheerful observance of them is not to be hoped for. The Administration hitherto has been inclined to adopt these views, or else has feared to oppose the proprietors. But it is absolutely necessary to obtain the strict observance of the law. There can be no doubt that the Mauritius standard is the lowest which ought to be tolerated in any colony in which there is a long-term engagement. It has not been found unreasonably burdensome to the planters there, and has been the means, there can be no doubt, of preserving them many valuable lives. The cooly, too, is fully entitled to efficient medical care under the Convention and Labour Law as part of the compensation for his work at wages far below the market rate for free labour. In Article 5 of the Desiderata, requisitions for imported labourers are made conditional on a special inspection by the Protector and his approval of both camps and hospitals. This will give a proper start to an improved system which the planters and local Administration are quite ready, or at least say they are ready, to enforce. Having regard to the amount of medical care already obtained by the cooly, it did not appear necessary to insert all the amendments of the law above noted in the Desiderata, but they ought certainly to be suggested to the French Government, and endeavours made to get them included in any amended Decree that may be passed.

Medical care on "small estates."

134. It will be necessary also to provide more stringently than at present for the medical care of labourers who are employed upon estates of less than 20 labourers. A

"sick" register should be prescribed for small no less than for large estates, and attendance of a medical officer exacted, on whose orders, if not before, the employer should be compelled to send his engaged labourers to the communal or other authorised hospital.*

Chapter XIII.—The Civil Status of Immigrants.

135. This important subject is very little touched upon in the Decree. As regards points not mentioned in it it is difficult to know how far the immigrant is considered subject to the personal law of his own country.

Chapter V of Decree.

136. The immigrant is constrained to register his marriage before the civil officers of his commune, and without such registration no marriage is considered valid. In several British colonies the Protector is given power to register the marriages of Indian immigrants, and some such power is urgently required in Réunion. For reasons mentioned in paragraphs 76, 81 above, special encouragement to marriage is certainly required, the greater number of immigrants undoubtedly living in what according to the law of the island is no better than concubinage. But it is by no means certain that they are not married according to the rites of their own religion, and special provision is needed for the easy recognition of marriages conducted according to such rites. Accordingly

Marriage.

(1) it is suggested that Syndics be given power to register marriages or report marriages to the Protector or Maire for registration;

(2) employers might be required to keep, with respect to the women on their estates, a record showing regarding each, whether she is married or not, and if not married, the man, if any, with whom she is living. The Syndic might be required to examine this list when he inspects the estates, and to invite parties who are not married to register themselves as man and wife.

137. There is nothing in the labour law regarding the registration of deaths, which, however, as stated elsewhere, is very complete and correct. There is nothing more powerful among the inhabitants of Réunion than their fear of infectious disease; the report therefore of all deaths and their cause, and the requisition of permits for burial, is made rigidly compulsory.

Deaths.

138. Article 82, regarding the registration of births, is imperfectly carried out, and no doubt its enforcement is not easy. The defect has shown itself inconvenient in connection with questions relating to the nationality of immigrants, and the obligation upon the children of immigrants, under the existing system to re-engage. Attention is invited to the following brief explanation of the subject, which may be read in connection with the note by Mr. Consul Bennett, which is appended to this report. (The matter has also been treated with some fullness in the case of Govindin Paravondom, alluded to in paragraph 75 above.)

Births. The nationality question.

* I should mention that, in the course of private conversation, I learnt that former Protectors had not failed to represent to the Government the bad state of the hospitals, and that even the present Protector had proceeded against several of the proprietors under Article 160 of the Decree, but that the fine inflicted was too ludicrously insufficient to have any deterrent effect.

There are in the island many Indians who, under the recent French Nationality Laws, appear to have acquired French and to have lost (if they ever had it) British nationality. Such persons are of two classes—(1) the children born in the island of imported coolies; (2) the children of the persons classed under (1).

Class (1) become French at their majority if they choose that nationality, but they have to prove their age.

There is an undoubted injustice, as Mr. Bennett points out, in accepting the merely reputed age of the child, that is, his age not vouched by birth-registration, for the purpose of obliging him to re-engage, and refusing to accept that reputed age as deciding the question of his majority and his capacity to elect for French nationality if he desires to do so.

As regards class (2), Mr. Bennett contends that they are French from their birth, and further that under the Nationality Laws a French subject of Indian origin is not liable to engagement under the Labour Law of 1887. It is doubtful whether the latter contention is correct. But whether it is or is not will be immaterial if the Desiderata are given effect to. With the abolition of the compulsion upon children to re-engage and the restriction of their engagements to one year these questions cease to have any material significance in connection with the Labour Law. All that is required is that law should not *compel* the engagement of any one, child or adult, except upon first importation under its provisions, and that all imported coolies shall be free upon the expiration of their first engagement, and this is provided for in the Desiderata.

The Consul, however, is sometimes in a difficulty because he is applied to for protection by an engaged Indian whom he believes to have acquired French nationality, and who is, therefore, not under his protection. As a practical solution it will probably be enough to direct the Consul to take up the Indian's case on its merits, and leave the French authorities to raise the issue of nationality which they are most unlikely to do, since if they did they would probably have to release the cooly from engagement.*

In considering how to deal with this nationality question the only solutions appear to be either (*a*) to alter the Nationality Laws by declaring that, anything in them notwithstanding, no child of a British Indian father, whether such father be imported or born in Réunion, shall lose British nationality or the protection of the Consulate until he chooses French nationality, or (*b*) to obtain a Colonial "Decree" that no one of French nationality born in Réunion shall be liable to the Labour Law. The first alternative would be inconvenient, as, for alteration of the Nationality Law which is not merely a Colonial "Decree" but an organic law of France, it would be necessary to go to the French Parliament. The second, though not necessitating resort to the French Parliament, is not expedient, since a large number, possibly a majority, of adult Indians now employed by the planters are really of French nationality, and their sudden and complete emancipation from the provisions of the Labour Law would do a great injury to the planters without any commensurate advantage to the coolies affected.

On the whole, it is suggested that if emigration is resumed upon the conditions embodied in the Desiderata, the nationality question be left alone, or dealt with independently. The legal status of Indians born in the island will

* Since the above was written Mr Bennett has, I believe, submitted some further recommendations with respect to the nationality question, which I have not had the advantage of seeing. They ought certainly to be considered before any final steps are taken.

then be so satisfactory that little or no practical necessity will arise for dealing with the nationality question.

Illegitimacy.

139. There is another point which requires notice. Under Article 81 when the child is not legitimate only the name of the mother is recorded. Considering the fact that in the case of Indians the reputed father is nearly always known, it ought to be provided that whenever he is known his name is to be registered with that of the mother, and that he is to share her responsibility for the maintenance of the child. This may act eventually as an inducement to male coolies to get themselves married to the women with whom they live.

Disposal of effects of deceased immigrants, Article 84, Decree; Note, pages 66, 67.

140. No recent case has occurred in the records of the Consulate regarding the disposal of the effects of deceased immigrants, and there is nothing to show that Article 84 works badly. The estate of such immigrants is confided usually to the Protector if of more than R200 in value. No other steps have been taken in the directions indicated in Mr. Lyall's Note, page 67, and it seems doubtful whether there is any urgent necessity for taking them. The matter is one regarding which no special inquiry was made by the writer.

Chapter XIV—Repatriation.

Decree, Chapter VI. Conventions, Articles VIII, 1; IX, 2, 3, 4; XIX, two last clauses.

141. The important subject of repatriation is fully dealt with in the existing Labour Law and Convention.

Under the system hitherto prevalent the only alternative to the immigrant's re-engagement was his repatriation; it was no more than natural that the regulations on the subject should be full and careful. It is disappointing to find from the past history of the subject that, nevertheless, the repatriation of Indians has not been satisfactory either as regards regularity and frequency. The following are the numbers repatriated during the last five years:—

Numbers repatriated: existing difficulties.

Year.	Number repatriated.
1887	1,587
1888	1,008
1889	496
1890	391
1891	296

It is difficult to account for the drop in the numbers since 1889, except by the intense reluctance of the proprietors to part with their men, and the efforts, both legitimate and illegitimate, which they make to keep them, and in which up to the present they have certainly not been opposed by the Administration.

The repatriation difficulties are of long standing, and were animadverted on by the International Commission. Since then also the Consuls have never ceased to complain of the obstacles thrown in the way of the repatriation of coolies,—*e.g.*,

Report for 1887—

"Every obstacle is placed in the way of Indians wishing to return to their homes.

"Many who had expressed a desire to return to India, and had been placed at the depôts to await their repatriation, allowed themselves to be enticed into new engagements by the planters, who by unkept promises of excellent treatment with increased pay and wages bounty, managed to deceive many an Indian who would otherwise have left the colony.

"The part played by the local authorities in obstructing the departure of the Indians is very apparent in many of their acts.

"I would first draw attention to the objectionable system of keeping time-expired coolies in the depôts for months awaiting their repatriation.

"The result is that after some time, through either being tired of waiting, or yielding to the solicitations of the planters' agents, they sign fresh contracts. But no sooner have they spent the bounty than they change their minds."

Report for 1888—

"The number would have been nearly doubled if the local authorities had not so delayed repatriation as to compel the coolies to re-engage themselves.

"Again in October some 200 coolies were ready for repatriation, but the authorities refused to send them home, giving out that the season was not propitious.

"In December there were 480 desiring to be sent to their country, but when a ship left in June 1889 only 496 claimed the return passage. Nearly all the December applicants had re-engaged themselves.

"Fifty-one paid their own passage to Mauritius rather than engage themselves in this Colony any longer."

In 1890 Mr. Bennett reports—

"On the 31st December 1890 there were 210 Indians awaiting repatriation; the number increased on the 1st May 1891 to 292 only. There are Indians now in the depôts who have waited there over three months. Only in December was a promise of a convoy in March obtained; then its departure was postponed until April, and now until June. Many Indians, heavily weary of waiting in the depôts, re-engaged, seduced away by the offer of a large bounty, which, frittered and drunk away in a week, keeps them bound hand and foot to their new master for from one to four years."

In 1891 Mr. Bell writes—

"A great deal has been written of late years on the subject of repatriation, and I myself have had occasion to take part in the discussion of this question.

"There can be no doubt that the colonists and the local authorities are doing all they can to prevent the Indians from leaving the colony in the present state of affairs; but in so doing they are acting in self-defence, and we can hardly blame them for it.

"Whether the methods employed by them are legitimate or not is quite another question, and it depends entirely on circumstances and on whether we can reproach them with any wilful neglect to carry out Treaty obligations.

"What cannot be denied is that since 1888 the conditions under which repatriations are effected have greatly improved upon the old way of doing things; for, formerly, old sailing vessels, such as the celebrated case of the *Barnica* in 1887, were used for this purpose, and many were the complaints which we received relative to the treatment and want of comfort of our subjects on board these old hulks. But now nothing but first-rate steam-ships are used, although this mode of conveyance is a much more onerous one for the finances of the Colony.

"For this improvement we are indebted to the Secretary of State for the Colonies, and not to any spontaneous movement on the part of the Local Government. On the contrary, great discontent was betrayed on the receipt of the ministerial instructions.

"That the Indians are kept a very long time waiting in the depôts is very true; but we must look closely into the matter before blaming the Colony for the delays which now-a-days take place in repatriating those that have terminated their engagements.

"There is no direct or regular communication between Réunion and India, and when Indians have to be repatriated a steamer has to be chartered specially for the purpose.

"Under such conditions the Colony cannot afford to incur this heavy expenditure unless there is a sufficient number of men to be repatriated. Now, if while these men are waiting in the depôts they are tempted by bounties and they change their minds and choose to enter into fresh engagements, I do not think that it can be fairly argued that the weapons employed to entice them are contrary to free action and to the spirit of the Convention."

142. It will be observed that there is a change of tone in the reports of the last two years; indeed, in 1891, Mr. Bell almost justifies the action of the authorities which he blamed so severely in 1888.

When a cooly claims his repatriation he is either left on the estate if he chooses to continue working with his employer (Article 91), or is placed in subsistence at the *depot communal*. For description of depôts see *infra*, para. 163.) It is obvious that while with his employer he is open to pressure to re-engage. The same is also the case, though possibly to a less extent, while he is in the depôts, which are situated in the same communes as the estate upon which they had been working.

The depôts also are badly-kept institutions, and in many cases quite insufficient to accommodate any large number of persons desiring repatriation.

At the last moment, just before the departure of the ship, the coolies are sent to the *depôt colonial*. The longer they have to wait either at the depôts or on the estates the more open they are to pressure.

Reforms introduced and required.

143. It is obvious that some reform in the system is absolutely essential. The two points specially calling for amendment are the regularity of despatch and the abolition of the practices which give an opening to objectionable pressure to re-engage.

Regularity of despatch can best be secured by the continuance of the excellent arrangement of Mr. Bennett of repatriation by Mauritius, which has been started on his initiative. One repatriation on this system took place in April last, and another was expected to occur in September next. The British India Steam Navigation Company's steamers, which are specially fitted for the accommodation of coolies in accordance with the requirements of the Colonial Emigration Act, carry the return emigrants from Mauritius, and can easily be employed in the future for the conveyance of Réunion coolies, either calling for them at Réunion or receiving them by transhipment at Port Louis, Mauritius, from the vessel bringing them from Réunion.

The only objection to this arrangement lies in the fact that the regularity of sailing between Mauritius and India of the steamers of this line is no longer assured, as it used to be by their engagement under subsidy for the transport of the mails. Whenever they do ply, however, the Mauritius Government is willing to superintend the necessary arrangements in Port Louis. The Réunion coolies then get the same care as the Mauritius coolies for the rest of their passage to India, and the necessary arrangements about payment are effected between the Governments of Réunion and Mauritius. The Governor of Réunion gave the writer an assurance that no objection would be raised by the Colonial Administration to the continuance of this excellent arrangement.

144. As regards the putting of pressure on the coolies, it is necessary to abolish the practices of (1) putting them out to work with their masters until the departure of the vessel, or (2) leaving them in the communal depôts. It has therefore been agreed in Article 18 of the Desiderata that every cooly who claims his repatriation shall be placed in subsistence exclusively at the colonial depôt.

This provision is especially likely to secure early repatriation, because the maintenance of coolies in the colonial depôts is a source of material expense to the colony at large. The Administration will therefore have a pecuniary inducement to hasten repatriation. Finally, in order to guard against any unforeseen failure to obtain the services of the British India steamer, it has been conceded that under no circumstances shall repatriation be delayed more than three months from the date of application (Desiderata, Article 15.)

Under all the circumstances the frequent and regular repatriation of the coolies will, by the above arrangements, be properly secured for the future.

Blame attaching to proprietors and Administration.

145. There appear to be good grounds for accepting the moderate view recently urged by Mr. Bell with respect to the blame attaching to the Colony and the proprietors in the matter of repatriations. It is surely at least possible that the cooly uses his right of repatriation in order to induce the proprietor to offer him better terms. It is also abundantly clear from the later reports that the promises which in 1887 Mr. Bell says were unkept, are, as regards the bounties at least, faithfully observed. The number of coolies who were found on inspection of the books to be receiving wages higher than the minimum led to the conclusion that promises of higher wages are not unseldom kept too.

It is doubtful whether the general desire of coolies now remaining in the island is to get home to India. All of them have either been in the Colony from their childhood, if they have not been actually born there. Only probably the old, sick or worn-out wish, as a matter of course, to get back, since they are not allowed to live free, and cannot re-engage under satisfactory conditions.

As regards the opposition to repatriation by the authorities, it must be pointed out that, after all, the number detained in depôts is not large: thus in 1890 only 86 out of the 210 claimants of repatriation were in the depôts at all. The real way in which repatriation is opposed is by not providing ships. This will be remedied in future.

There have been complaints occasionally of ill-treatment of coolies on board ship. But this ought not to occur on board the steamers of a company like the British India.*

Other points requiring notice.

146. There are in the Decree of 1887 one or two other points respecting repatriation which require notice. The power to direct repatriation in the interests of public order (Articles 85 and 93) is objectionable. It may result in the Indian Government receiving back undesirable persons who have acquired their bad habits in Réunion. The consent of the Indian Government ought certainly to be obtained before any such repatriation is permitted. The matter, however, is not of importance, no case having occurred in practice.

Forfeiture of the right of repatriation by the *permis de séjour*.

147. Under Article 89 the immigrant who obtains a dispensation from engagement is made to renounce his right to gratuitous repatriation both for himself and his wife and children, and he can only recover this right by a new engagement. It has been much disputed whether this provision is in accordance with the International Convention; but it does not appear necessary to reopen the discussion. Under Article IX, clause 3, of the Convention the immigrant unquestionably loses the right if given permission to reside *permanently* in the Colony.

* It is distressing, however, to find that we are not quite safe from scandals of this sort, the April convoy having apparently been ill-treated on board the *Warora*. But the numbers of repatriations from Mauritius which have occurred without any scandal is a guarantee that this was only an isolated case. The person guilty of the ill-treatment was the apothecary in charge, and the doctor seems to have been careless in the matter. The captain of the ship was also blamed by the Madras Government, and in all probability with reason, for not having exercised sufficient supervision. But it must be remembered that the immigrants' doctor did not form part of the ship's establishment, and the best remedy for a case of this kind would be, with the concurrence of the Protector of Immigrants in Mauritius, to place the immigrants in charge of the ship's doctor.

But some immigrants have taken out only temporary *permis*, and it is obviously unjust that they should, thereby, be deprived of their right to a return passage.

The attitude hitherto assumed by the Government of India towards this question has been to demand that under no circumstances shall the grant of a *permis de séjour* involve the forfeiture of the right of repatriation. (See correspondence quoted in the Introductory Chapter, paragraph 9.) This solution is no doubt the most favourable to the Indian, and, perhaps, nothing less stringent is necessary, while the existing system continues, with its obstacles in the way of free settlement and pressure to re-engage. But with the introduction of a system of free settlement some compromise is surely admissible, and the solution proposed below is strongly recommended as fair to the Indian, while it has the advantage of being acceptable to the Réunion authorities, and is analogous to the conditions in force in British colonies.

The arrangement in question is embodied in Desiderata, Article 16, which provides that the cooly shall have the right of repatriation after five and up to ten years' residence, engaged or free, and that then he will have to choose between permanent residence and repatriation. If he chooses the former, he will lose the right of repatriation.

In order to carry into effect the conditions above indicated, it will be necessary to re-cast Chapter VI of the Decree of 1887 in many particulars. It appears, however, unnecessary to indicate any further the several amendments required.

Chapter XV.—Judiciary Assistance allowed to Indians.

148. The judicial assistance indicated in this chapter is confined to civil cases. The provisions for the legal assistance on the part of the Protector in criminal matters will be separately considered. That the provisions of Chapter VII, so far as they go, are humane, liberal, and well worked, is shown in the excellent promptness with which arrears of wages are now obtained for coolies when estates change hands.

Assistance in Civil suits. Decree, Chapter VII; Note, page 67.

149. It is worthy of notice that under Article 103 the pay books of the estates when properly *viséd* by the Syndics are made *primâ facie* evidence between the parties. This makes the neglect of the *visa* all the more objectionable—see paragraph 112, *supra*.

Evidence of pay books.

Chapter XVI.—Authorisations of Absence, Permits of Circulation, and Passports.

150. This is a very bad chapter and indicative of the spirit in which the Indian is regarded. He has to obtain a special authorisation from his master before he can leave the commune in which he resides, and if he wishes to consult the Consul in each case the permission of the Syndic is required in addition.

Objectionable character of provisions. Decree, Chapter VIII; Note, pages 70 and 71.

The law is practically a reproduction of that which was in existence at the time of the International Commission, who did not fail to point out its harshness. It affects the cooly in two ways: first during the currency of his engage-

ment it circumscribes generally his liberty of movement and in particular restrains his liberty of access to the British Consul; secondly, at the end of his engagement it prevents him from going where he wishes in search of fresh employment.

For the end of the engagement satisfactory provision is made in the Desiderata, Chapter III, under which the cooly will be made free. It may be desirable, however, to explain why fuller provision has not been made in them for liberty of access to the Consulate, which is expressly claimed in the Convention and which has been made one of the principal grounds for insisting on the "droit de visite" or right of inspection by Consuls of estates, to which such vehement objection has been taken by the French Government, but which for long has been considered by the Government of India to be of primary importance.

151. There is unfortunately some precedent in the law of British colonies, *e.g.*, in Trinidad, for not allowing immigrants to leave estates without tickets of leave from their employers. But there is no such precedent in Mauritius, and it would be very desirable that the Réunion cooly should have complete liberty of movement. It is an unnecessary and unjustifiable restraint of individual liberty to prevent the labourer, even at his own risk of punishment and loss of wages for unauthorised absence, from quitting, even temporarily, the estate of his master without express sanction.

Needless restriction on coolies' liberty.

That complete liberty would increase the number of complaints to the Consulate is very doubtful. There is good ground, on the contrary, for believing that the cooly who desires to complain will disregard the orders regarding obtaining leave. He is, however, occasionally, though not often, stopped altogether by the police. If he were given complete liberty to absent himself, subject, of course, to the usual penalties of loss of pay and rations for absence from work, he would not do what he often does now, *viz.*, run with a complaint to the Consulate merely in order to get a certificate from the Consul that his case falls under Article III, clauses 6 and 7, which partially exempts him from the penalties for absence.

But, although, in my opinion it would be no more than fair to the cooly, and would in no way embarrass the employer, to grant the labourer complete liberty of movement, yet the proposal would be regarded as revolutionary in Réunion, and it is of no use to press it. The advantages gained for the cooly in other directions, particularly his complete freedom after the expiration of his engagement, are so important and substantial that I do not believe any material injury will, in practice, result to the cooly by permitting the restrictions in question to remain unaltered, and their amendment has not, so far as I am aware, been suggested up to the present.

152. The question of the Consul's right to visit estates in order that coolies may have access to him is fully explained in a subsequent chapter (XXVIII).

Chapter XVII.—Absence Legal and Illegal, Desertion, and Vagabondage.

153. Several points dealt with in this very important chapter have been discussed in the earlier portions of this report, under wages, payments, journées de remploi, and the like.

Decree, Chapter IX.

There nevertheless remains a good deal to say on the subject.

154. Absence is defined briefly as absence from work (Article 111). The definition is perfectly fair. The most frequent form, indeed, of absence is for the labourer to remain in his own house.

See Mr. Lyall's Note, page 57 (*d*).

It should be noticed that absences to complain to the Consul and Syndic are only legal (Article 111) when the complaints are recognised as serious. When, in addition, the complaints are found true by a decision of justice, judicial or administrative (by an administrative decision is meant presumably an order passed by the officials of the protective department), the cooly loses nothing by his day's absence. In other cases of legal absence he loses at least the day's pay. When the absence is from circumstances beyond his control, *e.g.*, from illness or to answer the summons of the Syndic, he keeps his rations though he loses the wage. These provisions seem to be fair on the whole.

"Legal absence" as defined by Article 111.

155. Article 112 defines illegal absence as consisting of absence under conditions other than those declared to be legal.

Definition of illegal absence.

The penalties for illegal absence consist of (*a*) loss of pay and rations for the days of absence; (*b*) the furnishing of an equivalent number of "*journées de remploi.*" The objection to these *journées de remploi* has been fully explained already, and together with them the reasons for abolishing them. This being consented to, it should be noticed that the penalties for *illegal* absence short of desertion will be no heavier than the penalties for *legal* absence for the reasons 1, 4, and 7 of Article 111. Now, an objection urged to the abolition of the *journées* was that no distinction was made between legal and illegal absence. But the reply to this contention is that the real doubt is whether the penalty of loss of pay with rations is not too heavy for any of the kinds of absence defined as legal. It might well be urged that for all these absences a man was entitled at least to his rations, with the one exception perhaps of cases in which the Syndic or Consul found that resort to them was on a frivolous pretext. At any rate, by retaining the penalty of the loss of rations for illegal absence some additional punishment is given beyond that awarded for three species of legal absences 2, 3, 5, and 6 of Article 111.

156. Article 113 gives the employer the benefit of "*journées de remploi*" in respect of days passed in working out sentences of justice. In order to make the abolition of the *journées de remploi* effective it will be necessary to modify this Article. The simplest procedure would be to cut it out. But it may be urged on the part of the proprietors that it would be hard to deprive them of its benefit for condemnations on account of offences against the general criminal law of the country. It is essential, however, that it should not apply to convictions under the labour law, which would include every petty sentence to the Macadam. (See paragraph 50 *supra.*)

Journées de remploi.

157. Article 114, providing for the regular record of the *journées de remploi*, is on the whole well observed. But, as previously remarked, it is necessary that absences of all kinds should be entered up and verified with greater frequency and regularity. The practice is for employers to send to the Syndic at the end of the month a list of the labourers who have been absent legally or illegally and the number of days owed by them on account of such absence. These

monthly returns seem to have been kept and forwarded regularly on all estates. It was not found, however, that Syndics had ever tested them by inquiry from the labourers concerned as to their correctness. The Syndics are satisfied if the returns of absence tally with the entries in the pay register.

Desertion.

158. Desertion consists of illegal absence for more than three days. This provision is a good deal severer than in Mauritius, where to establish desertion it is necessary to show that the labourer has not only been absent from work but has absconded. In Mauritius, moreover, imprisonment cannot be inflicted in respect of absence (without absconding) for any less period than 14 days. The Réunion provision, however, will not be too harsh if the "journées de remploi" are, as suggested, abolished.

Vagabondage.

159. The term *vagabondage* is applied (section 118) to every immigrant who is (*a*) not under engagement or the holder of a permis de séjour, or who is (*b*) in a state of desertion for more than three months. There are penalties for vagabondage under the common law which applies to Creoles as well as special penalties under this decree. Of course with the introduction of freedom on the expiration of the engagement condition (*a*) of vagabondage will be abolished. There is no reason why condition (*b*) should not remain. The penalty for illegal absence short of desertion is loss of pay and rations, that for desertion (Article 168) a fine of ten to fifty francs and imprisonment of one to fifteen days. It must not be forgotten that all fines may be converted into imprisonment in the *atelier de discipline*, so the total imprisonment for desertion may amount to 65 days. This is less than in Mauritius, where the maximum penalty is 90 days' imprisonment.

It would be wrong to quit this subject of vagabondage without referring to the observations of the Commission and General Goldsmid respecting it. For a summary of these see Mr. Lyall's note, page 74. First of all as to its existence. The vagabond practically corresponds to what is known in Réunion as the '*grand marron*,' a deserter for more than three months. In many of the estate-books were found entries of men who had been absent for long periods, in some instances for several years. The total number of vagabonds, deserters, and condemned is given in Table C at 1,262, or only a little over three per cent. of the total labour force. This is not a large number, and it can hardly be doubted is increased owing to the accumulation of old names on the registers.

International Commissioners' statements regarding vagabondage.

160. The International Commissioners assumed the existence of vagabondage in Réunion as self-evident. This is a startling conclusion, and one which the facts ascertained in the course of the inquiry do not warrant. In his own country the Indian is no vagabond, and even in Assam, where desertions average between four and five per cent. of the labour force, it is not pretended that the labourer deserting does so with the intention of becoming a vagabond, or in other words, in order to commit crime or beg. Heavy desertions are taken, on the contrary, as a sign of discontent, panic, or attempts to secure more congenial employment. Nothing that I saw or heard of in the course of my inquiry or tour would lead me to believe that there was much incorrigible vagrancy among the Indians, and none of the better planters were disposed to talk of them as having a tendency to vagabondism. The appearance of the Indian when met in the road was generally respectable enough. In this there has been an improvement since the time of the Commissioners, when possibly there was an

unusual number of 'bad-záts' in the island. Pondicherry recruitment gave the opening for the escape of bad characters from British territory, and the recruiting agents were quite reckless as to the kind of man they engaged.

The Commissioners were much puzzled what to suggest as a remedy for vagabondism. No special remedy but that of good treatment of the cooly and the power of free settlement and short terms of re-engagement is required. Under the existing system, with all its resemblance to slavery, it may well be said that coolies sometimes grow desperate and when they cannot escape from bad masters by fair means, adopt the foul.

One recommendation which the Commissioners made was the adoption of the Mauritius law against vagrancy. It is contained in Chapter IX of the Ordinance of 1877, and is most severe. Lately it has been supplemented by measures severer still, and it seems fortunate that the suggestion of the Commission was not adopted.

In the time of the Commission there existed, as now, a certain number of '*agents de vagabondage*'—police agents specially retained to stop and apprehend deserters. It would be a good thing if these agents could be abolished. But the Administration dislikes doing so.

The odious practice, however, of granting head money for the arrest of immigrants, a practice not sanctioned by law, should certainly be done away, and in the Desiderata, Article 25, provision was intended to be made for this. It has been so drafted, however, as to provide only for deserters. The reward could, therefore, still be given not only for vagabonds, but for those merely who are illegally absent. It should be prohibited in all cases. Even by the Mauritius law anything like vagrant hunting, a practice encouraged by the reward system, is prohibited.

Chapter XVIII.—The Unidentified Immigrant.

161. The provisions of this chapter may appear severe to any one unacquainted with the law in British colonies. But a comparison with these laws shows that this is not the case, except of course in so far as the system is affected by the obligation to re-engage which is peculiar to the French colony.

The law discussed. Decree, Chapter X.

The abrogation of that obligation will entail of course certain amendments in this chapter, but when these are made it will probably work well enough. No cases of hardship from its working were brought to my notice, and it will probably be admitted that the exaction of some severe penalty from men who fail to show either that they are under engagement or have been given their old immigrant's ticket will be indispensable for some time to come in all colonies where the indentured labour system exists.

It would certainly be difficult to persuade otherwise the administrations of such colonies.

Chapter XIX.—Permis de Séjour.

162. This subject has been sufficiently treated above in paragraphs 59 *seqq.* of this report.

Decree, Chapter XII, Note, pages 73 and 74.

Chapter XX.—The Depôts.

163. The depôts are of two kinds, the Colonial and Communal.

The former institution is at St. Denys and receives, just before sailing, the immigrants about to be repatriated. If immigration be resumed, no doubt the Colonial Depôt will be used also for newly imported immigrants. Its establishment is an improvement on the state of things existing at the time of the Commission. It was inspected by me in company with the English Consul at St. Denys, and seemed to be fairly suitable and well kept. There were separate sheds for males and females, special kitchen arrangements and water-supply.

The Colonial Depôts.

164. The arrangements for liberty of ingress and egress were not as satisfactory as in Mauritius, and it is noticeable that under Article 130 of the Decree the immigrants awaiting repatriation are placed under obligation to work without pay, and their employment on work outside the depôt is prohibited. This makes their sojourn in the depôt little different from imprisonment. It is questionable, however, whether an alteration of the law need be demanded. The limitation of delay in repatriation to three months now provided in the '*Desiderata*' will have the effect of making detention in these depôts of short duration; and objectionable as the provision is, therefore, it may not be worth while to insist on its alteration against the wishes of the authorities, who, as usual, fear that Indians awaiting repatriation will combine to commit crime and violate public order. Of course this fear is groundless. In Mauritius, there are frequently several score of immigrants awaiting repatriation at the depôts, and none of them the best class of immigrants, since the colony does not repatriate those who are able and willing to work. Yet there is never any complaint of disorder. The doors of the depôt are wide open and any inmate can go where he likes. The Réunion authorities might have their attention drawn to this fact, and be invited to amend the law.

It should, however, not be forgotten that the African return immigrant has to be reckoned with, as well as the Indian, and he undoubtedly is not to be relied on to behave himself well. To make different regulations for Indian and African immigrants may be difficult.

The Communal Depôts.

165. Article 132 details the object for which the '*Depôts Communaux*' are maintained.

They are to receive—

(1) Immigrants awaiting repatriation under the present system.

(2) Those whose engagements have been cancelled on account of physical infirmities, and generally all unengaged immigrants who are in an "irregular position" without actually being vagabonds.

(3) Those "wanted" by the police, or awaiting attending at the requisition of the police or Syndic for inquiries into complaints.

The immigrants placed in depôts are declared entitled to the same benefits as engaged labourers in respect of rations, lodging and medical care.

Seven of the fourteen communal depôts were inspected. They were most of them most discreditably kept, and it may be asserted with confidence that no independent medical inspector would have thought of passing as suitable the lodging given in the majority of instances to the immigrants intended to be

housed in them. There was not the smallest attempt at cleanliness, and no separate latrine accommodation (a matter of considerable importance, considering that often persons must be assembled by the score). Pigs and fowls wandered often at will, and the repairs and white-washing of the buildings were generally conspicuous by their absence. The registers of admission and discharge were either kept very badly or not at all. There was no regular medical inspection, but a doctor visited the depôts every now and then to see after any sick who might be there. About rations or forced work, however, there were no complaints.

It has often been complained that the depôts were nothing better than prisons. In most cases they did not bear the aspect of places of close confinement. But neither, on the other hand, were they kept with anything like the care bestowed on either the central or communal gaols.

But at St. Pierre the depôt seemed to be a new building, and consisted of a row of stone cells situated in a remote place on the sea-shore. It was in every respect similar to a prison. At St. Paul the sleeping quarters of the depôt actually formed a ward of the prison building. The depôt at St. Denis contained a room in which a man who had not received a 'permis' had been actually under confinement for weeks.

166. I communicated the above impressions in strong terms both to the Protector and the Governor, and in the course of the negotiations with respect to the renewal of emigration I proposed that the communal depôts should be abolished.

Reforms asked for and accepted.

There was strong objection to this. But it was conceded that the Indian immigrants for repatriation should be placed in subsistence exclusively at the colonial depôt, and that old men and infirm free from engagement should be looked after in the hospitals and alms-houses of the Colony. (Desiderata, Article 18.)

With the permission to settle freely in the island and the abolition of the obligation to re-engage hardly any one but claimants for repatriation will remain of the classes of immigrants hitherto placed in the communal depôts. They will therefore be scarcely ever used for Indians at all, and in so far as they are used it has been promised that they shall be properly kept and separated from the prisons.

The greater number of persons I found in them were old paupers; the number awaiting repatriation was insignificant, because there had been a repatriation only in the previous month.

Chapter XXI.—Informations, Prosecutions, Tribunals, the Ateliers de Discipline, etc.

Decree, Chapter XIII. Note, pages 57, 58, 66, (δ) 67.
The Judiciary and Police.

167. Chapter XIII is concerned with the important question of the administration of justice to the immigrant.

It cannot be disguised that this in Réunion is still by no means satisfactory. The general tendency is to consider the Indian such a liar that nothing he says can be believed. His tendency to exaggeration is held sufficient ground for concluding that he has neither grievance nor defence. As a prisoner under the French system of justice he is interpellated, that is, severely cross-examined.

The following extract from Mr. Lyall's note still describes sufficiently nearly the machinery for the administration of justice:—

> The administration of justice is in the hands of two superior courts, *viz.*—
> The Cour d'appel, the highest court in the colony;
> The Cour de première instance.

The Judges of these courts, the Procureur-Général, and the Procureur de la Rèpublique, are, says Mr. Perry, "all advocates regularly admitted as such by one of the law faculties at home, and their appointment rests with the Home Government; they are, however, nearly all Creoles."

The petty judicial work is done by Juges de Paix (of whom there is one to each Canton), and Assistants, or Suppléants, who, though also nominated by the Home Government, are said to be "generally chosen from the old employés of the judicial staff, such as clerks of the Procureur-Général or Registrars." Their knowledge of the law is said to be slender. Mr. Perry adds—

> Both the Juges de Paix and their substitutes are, as a rule, Creoles, and if not actually planters themselves, are intimately connected with the latter by family ties or by interests in the profits of the plantations, and they are, therefore, most improper persons to pass judgment in disputes between master and servant."

It is to the Juges de Paix that the decision of all cases between immigrants and their employers falls.

The Police force is two-fold: first, the Creole police, recruited in the island, which is said by Mr. Perry to be "composed of men not only incompetent, but stigmatized by the Creoles themselves as open to bribery and corruption, and totally inefficient;" and secondly, the mounted Gendarmerie, who are all Frenchmen, paid by the Home Government, "and have the reputation of being respectable men." The first body is the only one which is brought in contact with the immigrants, the duties of the Gendarmerie being apparently restricted to guarding prisoners, furnishing escorts, etc. The Creole police comprises 17 Commissaires, divided into 5 classes, and has a staff of 3 adjutants, 55 brigadiers, 156 gardes, and 50 "agents de vagabondage."

The Juge de Paix.

168. The summary Magistrates, or Juges de Paix, now, as in the time of the International Commission, decide all cases between the employer and the immigrant. These officials are largely dependent upon electoral influence for their posts, although they are nominally appointed from France. The emoluments are such that no one from France would ever be induced to accept the appointment, and the nominations are, therefore, with rare exceptions, of Creoles of the island.*

Dispensing with complainant's attendance.

169. Complaints are also now, as in the time of the International Commission, accepted but too frequently on the mere word of the complainant, who requests that his labourer shall receive so many days "Macadam," and the request is granted upon very slender inquiry. The attendance of the complainant for examination on oath before the Court is not generally exacted, and is not required under the law as it stands.

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* As an instance of the mode in which the Indian may be dealt with, even before the superior Courts of law the following incident furnishes an apt illustration and rests on the authority of Mr. Bell, the assistant of the English Consul.

In a case before the Assize Court the Presiding Officer, a Puisne Judge, asks the prisoner, an Indian, "What have you to say in your defence?"

The Indian makes his statement.

The Judge to the Indian:—

"You are lying, and if you did not lie you would not be an Indian!"

It need hardly be pointed out that such utterances from the superior Bench of the colony are indicative of anything but a disposition to the patient hearing of the Indian labourer, who in this country, whatever his defects as regards veracity, is a person from whom it is after all by no means impossible to extract the truth.

Statistics of convictions of coolies.

170. The number of convictions before the courts is certainly very large; it is given below :—

Year.	Indian Population.	Convictions. Police Correctionnelle.	Macadam.	Total.
1887	25,800	382	1,626	2,008
1888	25,001	308	1,310	1,618
1889		No statistics.		
1890	23,696	444	970	1,414
1891	22,932	252	874	1,126
	97,429	1,386	4,780	6,166

The above gives for the four years the average number of convictions of the Indian population per thousand.

Police correctionnelle	14
Macadam	49
Total	63

171. In Mauritius in the year 1891 the convictions showed as follows :—

Total Indian population	2,58,083
Convictions. Total of all kinds	7,336
Per mille of Indian population	28
Estate population	1,21,000
Convictions. Total under labour law	3,030
„ Per thousand engaged labourers	25

Thus the Réunion convictions of Indians are more than twice as numerous per head as in Mauritius, whether they are taken upon the proportion of total convictions to total population or of labour offences to labour population.*

These figures are the more significant when compared with the figures of Assam, which are for labour offences only 3·9 per mille of the labouring population and for all offences only 2·3 per mille† of the total population.

The figures show that in Mauritius as well as in Réunion the number of convictions is abnormally high. In Mauritius, however, the Creole is convicted little less often than the Indian.

The normal percentage of Indian to other convictions has never of late exceeded 72, whereas the Indians amount far over 60 per cent. of the population, the better educated and wealthier portion of the community being of course among the remaining 40 per cent.

It is difficult to draw from the figures any other conclusion that in Réunion the Indian undergoes conviction not only far more frequently than in his own country, but twice as often as in the neighbouring colony where he has to reside under closely similar conditions.

172. There was no time to obtain inspection of the Juges de paix' returns. But it was clear that there was little or no disposition to assist the Indian in the conduct of his case.

Juges de paix' returns.

In one case (M. Pirame) prosecution was allowed upon letters shown to the present writer in which the police were asked to procure the accused a severe punishment in the Macadam. In another (M. de Carrére) the Indian was prosecuted on the mere application of his employer to the Commissary of police. The employer took action upon a note from his overseer, who asked that the

* In Réunion the total population and labour population may roughly be taken at the same figure. Of course for either colony if the labour population were taken at the numbers actually *under engagement*, the percentage of convictions for labour offences would come out much higher. But curiously enough the exact numbers under engagement are extraordinarily difficult to ascertain.

† Assam special report, page 198.

cooly, *with whom he had been negotiating for re-engagement*, should be given 15 days' *macadam*. The cooly was given a fine of 15 francs, convertible into 15 days' *macadam*, if not paid, and convicted merely on his own so-called confession, neither employer nor overseer being called before the court

The attitude of the Syndic and the Protector were also well illustrated on the property of M. Adam de Villiers. one of the few on which was received an actual complaint of hard tasks, short wages and bad rations. The tendency was to browbeat the Indian and to support the manager; notwithstanding that, when in accordance with special request a full and careful inquiry was made, the truth of the complaint, at least as respects the bad quality and shortness of the rations, was admitted. On several occasions I expressed my feeling to the authorities that there was no one to take the Indian by the hand and advocate his cause.

There can then be no doubt that there is a tendency to unreasonably frequent conviction of the Indian, to disbelieve his statements, and to help him poorly in defence of himself.

Complaints against employers.

173. The number of complaints against employers is large. Thus the figures are as follows:—

1887	1,347
1888	392
1889	...
1890	338
1891	227

The first thing to notice is the extraordinary drop in the number of complaints between the years 1887 and 1888. The difference is found wholly in the complaints regarding non-payment of wages. The Consul in the annual report for 1888 insinuates that the statistics are not to be trusted. There is certainly ground for his view. The inspection of the Syndic's offices showed that the registration of complaints were most imperfectly kept. In one office they did not seem to be kept at all. In another they were said to include only those complaints which were sent for investigation from the Consulate.

It is certainly impossible to rely on statistics founded on such materials. Good ground, however, has been shown for the belief that there has been a vast improvement in the matter of wage payment, and it is not altogether unreasonable to suppose that this may have been brought about at least in part by the introduction of the Decree of 1887. It is likely enough that some change was made in the classification of the complaints. The present Protector was unable to give me information on the subject. But possibly each man of a batch who complained used formerly to have his name separately specified until 1888, when the number of complainants may have been joined together.

But presuming the statistics after 1887 to have undergone no change in classification, it should be noticed for what it is worth that the complaints of non-payment of wages have steadily decreased, from 240 in 1888 to 81 in 1892.

Proportion of convictions.

174. So much for the *number* of complaints against employers. But whether their number is in reality excessive or the reverse, there can be no doubt that the treatment of them is unsatisfactory. It may be taken as a fair gauge of the truthful-

ness of the cooly in the matter of complaints against employers that in Mauritius during the five years out of 2,079 such complaints 1,009 resulted in convictions. In other words, every other complaint of an Indian may be expected to be well founded.

In the matter of convictions of the employers, the material for comparison is unfortunately defective.

The percentage of convictions among masters is not given in Réunion for all the complaints, nor can the statistics be had owing to the peculiar character of the machinery for dealing with the complaint. In Mauritius the cooly goes straight to the Magistrate, who finds on the facts. In Réunion he goes first to the Syndic, whose first business is to settle the affair amicably between the cooly and his employer, and leaves no satisfactory record of the truth or otherwise of the cooly's complaint.

For the only two years for which we have proper statistics, we find that in Réunion 107 complaints of wounds and blows resulted in only eight convictions. In Mauritius during the years 1887—1891, 40 per cent. of similar complaints were found true. It is difficult to account for the very different results in the two islands except by differences in the administration of justice.(*)

Cooly's disadvantage in prosecuting employer.

175. The evils described are very difficult to remedy. They lie partly in the French system of interpellation and, it must be added, in the impatience and contempt which seems to be characteristic of the Creole disposition towards the Indian. The French manager, too, seems seldom to be possessed of the requisite stock of fairness or patience, and the proprietor, though himself may be incapable of intentional injustice, is not disposed to withhold support from his subordinate or to refuse credit to his version of disputes with the Indians. One reason undoubtedly why the cooly is at a disadvantage as compared with the employer as regards complaints and convictions is that the cooly is always obliged to resort in the first instance to the Syndic, whereas the employer can and does go straight to the police or *Juge de Paix*. There can be no reason why the two parties should not be on an equal footing in this matter. It is quite possible that if the master were always compelled, like the cooly, to go to the Syndic in the first instance there would not be nearly so many cases brought into court.

Things are, however, to some extent improved since the time of the Commission. The penalties prescribed under the decree are generally lighter, and the proprietors, recognising that unreasonable severity only loses them their men, discourage it in their managers, the cooly-driving, nagging specimen of whom is now decidedly out of fashion.

Amendments required in the law.

176. There are certain points in the law which are capable of amendment with advantage. First, there is the power of the Protector and Syndic to prosecute which should certainly be assimilated to that of the Protector in Mauritius. See Section 24 of the Mauritius Labour Law. In Réunion all that the Protector can do is to send the case to the police, leaving them to deal with it without further reference to him. He has no right whatever of appeal or seeing the papers, and he should be given at least the power to move the Procureur General to look into the case.

* I here solicit a reference to the Addendum and Appendix O relating to complaints brought to the Consul.

But the real remedy as respects especially the Labour Law convictions and the *macadam* must consist in the measures taken to give greater independence to the cooly, by shortening his period of engagement and re-engagement and giving him facilities for free settlement.

The defects in the impartial administration of justice render it especially necessary that the *journées de remploi* should be abolished, thus making it rather contrary to the interest of the proprietor to secure the conviction of his men.

Lastly, the acceptance of casual letters containing demands for punishment as complaints must be stopped by making the examination on oath of the complainant compulsory (see Desiderata, Article 76).

The nature of the macadam.

177. This is a good place to clear up some misapprehension which appears to exist regarding the character of the institution known as the *macadam*. The term denotes in reality the *punishment* assigned to coolies convicted of offences under the Labour Law, not the *place* to which they are sent to undergo that punishment. That place is known as the *atelier de discipline*, and is supposed to consist of a building separately assigned for the reception of coolies convicted of nothing worse than labour offences. Only, however, in St. Denys was I shown any separate building for the reception of such coolies, and it contained at the time of inspection only one man. Everywhere else the *atelier de discipline* and the communal gaol or lock-up were evidently one and the same building.

I see no reason to object to this arrangement. The cooly who is condemned under the labour law is not on being sent to the prison, even at St. Denys, made to mix with long-term prisoners; and in the communal gaols there are no long-time prisoners, and everywhere the general treatment of the short-time prisoners is so easy that, given the justice of his conviction, the offender under the labour law has nothing to complain of. It has never, so far as I know, been thought necessary in any British possession, India included, to separate persons convicted under the labour laws from offenders under the general criminal law.

The actual punishment of the *macadam* consists of a very moderate task in stone-breaking. The cooly sometimes comes in for rough treatment at the hands of the Creole police, but he is not overworked or underfed.

The real objection to the *macadam* consists not in the character of the punishment, which is reasonable enough, but in the frequent resort to it. The necessity of discouraging this has been dwelt on sufficiently in former paragraphs, and the remedies indicated are undoubtedly the abolition of the *journées de remploi* and the improvement in the remuneration and status of the protective service, to whom is confided the advocacy of the interests of the Indian in all cases before the tribunals.

Under Article 141, every fine or condemnation of the cooly in costs is convertible into days of *macadam* if the cooly does not pay his fine. It thus happens that the majority of sentences are too fine, but that nearly all of them result in the cooly's being sent to the *atelier de discipline*. There is nothing unjust, however, in Article 141 by itself.

Inspection of prisons and *ateliers de discipline*.

178. It should be mentioned that the inspection of prisons and *ateliers de discipline* showed that quarters were passable, and the food sufficient and good. The Central Prison is an excellent building, well arranged, and admirably clean. The communal

gaols, which generally serve as *ateliers de discipline*, were not ill-built and ventilated. But the sanitary arrangements left something to be desired. The labour, including that of the *macadam*, or stone-breaking, is everywhere easy.

Chapter XXII.—Infractions of Labour Law and Penalties therefor.

179. There are two sorts of infractions called respectively *délits* or gross offences, and *contraventions* or minor offences The first of the delicts is vagabondage, regarding which see above, paragraph 42. The next is the fraudulent or fictive engagement, for which the penalty is 100 to 500 francs.

"Délits and contravention." Decree, Chapter XIV. References as in preceding section.

180. The only acts of the *employers* which are classed as *délits* are the obstruction of inspections and other authorised operations of the Protective Department, Article 153, and bringing a false complaint against the labourer. Among the labourers' *délits* are—

Employers' and coolies' "délits."

(*a*) Vagabondage, Article 149, three to six months' imprisonment.

(*b*) Trespass on the estate or factory against the order of the employer or his subordinates under aggravating circumstances, among which are comprehended the addressing of "*injures*," or abuse, to his employer and his family, Article 157, penalties 5 to 100 francs, imprisonment five to fifteen days. In case of riot or use of arms fine up to 400 francs, imprisonment up to two years.

(*c*) Making a false complaint, Article 156.

Provision (*b*) is needlessly severe and the term *adresser des injuries* requires definition. Under the special circumstances of Réunion I think some penalty against the *engagiste* or the overseer for excessive abuse or ill-treatment of the cooly should be included among the *délits*, so that it may be heard by the superior Magistrates, not by the Juges de Paix, who dare not convict.

181. Provision (*c*) also works very harshly against the cooly. There are numerous instances on the records of the Consulate of prosecutions or threatened prosecutions under Article 146 of the Decree for false complaint, in cases taken up by the Consul, but not carried by the Protective department to any judicial tribunal. It is surely wrong to impose a special penalty for false complaints laid merely before the Syndic, for instance. The general law against perjury should be sufficient protection for the employers against their labourers. It might with advantage be suggested to the Réunion authorities that either the article in question should be abrogated, or, at least, should be made inapplicable to the complaints declared false by merely "administrative" tribunals. I omitted to urge the inclusion of this proposal among the *desiderata* only because there were few actual convictions under the article. But the fear of prosecution without due cause undoubtedly acts as an unfair deterrent to coolies in the preferment of complaints.

False complaints.

182. Among the contraventions which can be committed by the employer against the interest of his labour are the following which should be noticed:—

Employer's contraventions.

Article 160, failure to supply medical care and hospital requirements. Fine of from 16 to 100 francs. Contrast the Mauritius provisions, Sections 191 and 195, under which the employer is liable to fines from 200 to 1,000 rupees, as an addition to the disability to engage labourers.

183. *Article 62.*—Tthe employer is liable to a penalty of fine of 16 to 100 francs if after warning by the Protector he persists in failure to observe the conditions of contracts as regards wages, payments and the like. In Mauritius he is liable to a decree for compensation, and in addition, when ill usage of the servant is proved, to a fine of 100 rupees, not merely if he persists after warning, but on the first conviction. Certainly no less should be provided against him in Réunion.

184. Section 164 of the Réunion decree contains also a penalty of from 5 to 25 francs against the employer who is guilty of "manquements graves" towards his labourer. The meaning of "manquements graves" requires definition. The provision is equally enforced against the labourer who is guilty of "manquements graves" against the employer. It may well be imagined that the term "manquements graves" meets with a very different interpretation in the two cases. The penalty also—5 to 25 francs—which would be severe against the labourer, is nothing to the employer.

Labourer's contraventions.

185. The contraventions for which the labourer is liable consist of—

(*a*) The commission of disorderly acts or "manquements graves"—Article 164, penalty 5 to 25 francs.
(*b*) Being without the *caste d'identité*, 1 to 5 francs penalty, Article 163
(*c*) Being without passports, etc., 1 to 15 francs penalty, Article 166.
(*d*) Not obtaining use of passport, 1 to 5 francs penalty, Article 167.
(*e*) Desertion,—that is, illegal absence of more than three days,—penalty 10 to 5 francs; and Article 168, 15 days' imprisonment.
(*f*) Keeping dwelling in state of uncleanliness, Article 169, penalty 1 to 15 francs.

It should be observed as an indication of improvement that the maximum penalties are light, and excessive terms of condemnation in the *ateliers de discipline* (*macadam*), such as are noticed by the International Commission, must be more difficult than heretofore. The maximum penalty for desertion in particular is reduced from 100 to 50 francs.

See Mr. Lyall's note, page 58, last two paragraphs.

Chapter XXIII.—Cancelment of Engagements and Removal of Labourers by order of the Governor.

186. The last chapter of the Labour Law lays down the conditions under which the Governor may refuse sanction to the conclusion of engagements and remove all or a portion of the engaged labourers from the property of any one who has been found to be a notoriously bad master. It will be noticed that under Article 175 the power thus given is fenced in with all sorts of careful provisions, as, no doubt, any such power ought to be. But inspection led to the conclusion that there were certainly among the proprietors some to whom the veto allowed by the Decree might have been applied with advantage. In no case, however, had the Protector ever even moved the administration, or the Governor even threatened to exercise this power. The Consul, it is believed, has occasionally suggested it, but the proposal has never been seriously entertained by the administration. It is necessary that responsibility of this description should

Proposed Consular control over requisition.

be more courageously faced in the case at least of new importations, who are dependent upon the good-will of the Protective department for the proper choice of their first employers. After their first engagement is over they are able to choose their own employers for themselves and have had long enough to learn where they are likely to be best off. There have, therefore, been inserted in the Desiderata, Chapter II, provisions designed to secure these objects.

First, the Governor is empowered to refuse requisitions for immigrants until the Protector has certified upon personal inspection that the hospitals and camps are in a proper condition.

The British Consul is to see the requisition and will be at liberty to present his observations upon it. If requisitions are granted against his recommendations he will always be able to represent the case home, and if there were any persistence in this line of action the Government of India would again suspend emigration. For second and subsequent engagements the free position which is to be secured to the immigrant will place him in the best position to suit himself with the employer he prefers.

187. In conclusion I invite attention to Article 175 of the Decree, which abrogates all provisions contrary to the Decree of 1887. This is a very inconvenient repealing clause, since without consulting the laws previously in existence it is impossible to know whether, and how far, their provisions are contrary to the Decree.

Repealing clause of Decree of 1887.

Chapter XXIV.—The Protectorate.

188. The Protective Service consists of the Protector of Immigrants, and an establishment of Syndics or Assistant Protectors, with suitable office establishment.

Decree of 1881, Note, pp 17 *seqq*., 77 *seqq*, 96, 98.

The creation of a separate Protectorate dates from the time of the Commission when M. D'Esmenard was provisionally appointed to that office. The post was, however, only legally authorized in 1881 by the Decree of that year. M. D'Esmenard then obtained the post and held it with considerable credit for several years. His retirement on pension was due mainly to his determined and courageous opposition to the malpractices of a certain notorious M. Pelagaud. But M. D'Esmenard was not supported by the administration, who, however, have since had to acknowledge their error, since M. Pelagaud has had to flee the country. I had many interesting conversations with M. D'Esmenard, and can fully bear out the description given of him by Sir F. Goldsmid as "an official gifted with a certain tact and energy which may be turned to good account."

Creation of Protectorate.

189. The total amount allotted for the Protective Department is shown in the Budget Estimates of the Colony for 1893 at 60,856 francs, being a reduction upon the amount of the previous year of over one thousand francs. There can be no doubt that this allotment is utterly insufficient.

Allotment f r Immigration service

When the receipts under the head of immigration are taken into account, the inadequacy of the allotment is still more apparent.

The immigration receipts may be estimated as follows :—

Taxes on contracts of engagement and re-engagement .	105,000 francs.
Taxes. on contracts for premiums on introduction of labourers	50000 „
TOTAL . .	155,000 „

It is scarcely justifiable that the expenditure on immigration should fall so far short of the receipts; in which, it should be observed, no account has been taken of the large amounts of poll-tax received from the immigrants (Indian and African) and which cannot be reckoned at less than 120,000 francs.

The allotments for immigration have undergone steady reduction from year to year. At the time of the Commission the French member, Admiral Miot, recommended an allotment of 80,000 francs, and in 1886 the grant amounted actually to 81,000 francs. But it was pulled down to 63,000 francs in 1887, the year in which the Decree was promulgated. The Conseil General is responsible for this performance, which can hardly be regarded otherwise than as their counterblast to the decree, which, whatever its defects, was a decided advance on the law as it stood prior to the introduction of the Decree.

Expenditure on immigration to be classed as obligatory.

190. It has frequently been suggested that the expenditure on immigration should be placed in the category of obligatory expenses,—that is, beyond the power of the Conseil General to reduce without the approval of the Home Government. There can be no doubt that this provision is absolutely essential to an efficient and independent protective service. It was recommended by the French and English as well as by the International Commission, and was stated by the Government of India in 1882 as one of the three *sine quâ non* conditions for the renewal of emigration.

An illustration of the procedure as at present obtaining may be given from the experience of the present Protector, M. Malcor. When he was nominated to the office by the President of the Republic (Article 1 of the Decree), the Protector's salary was 12,000 francs per annum. On his arrival or shortly after, it was reduced by the Conseil General to the figure 7,000 francs. It is extraordinary that he took the post under such conditions. Apparently he did so because he thus qualified for better pension at the expiration of his term of office. That he even remonstrated is not certain. It can be imagined how utterly dependent the Protector under such regulations as these must be on the good will of the Conseil General. Other reductions which were made were in the salaries of the Syndics and the office establishments. Of course the Syndics are thus made at least as dependent as the Protector on the Conseil General, and the Protector's authority over them is deplorably weakened.

Status of Protector in Mauritius.

191. Taking Mauritius for comparison, we find that under the Ordinance of 1878, the Protector is appointed by the Secretary of State, who determines his salary. The Secretary of State also appoints the Inspectors of Immigrants, and the Chief Clerk of the Protector's office, as well as the Stipendiary Magistrates.

It would be but right and proper if the same state of things existed in Réunion,—that is, not only the Protector, but the Syndics should be appointed and their salaries fixed by the President of the Republic. The fixing of the salaries will be attained by the stipulation that the expenses of the department are placed the obligatory section of the budget.

192. The salaries of the Syndics are utterly inadequate. At present the best paid gets only 3,000 francs per annum. They have also scarcely any office establishment, hence their inability to keep up proper records of their proceedings and registers of complaints. At the time of the Commission, the labour contracts were concluded before the *maires* and *greffiers* of the Juges de Paix, though with the Syndics concurrence. The Syndics have even to attend to all the business of collecting the taxes on engagements and re-engagements, work performed in Mauritius by Stipendiary Magistrates, and hence have not time for the out-door work of inspection. Lastly, their travelling expenses are quite inadequate, especially as travelling in Réunion is very expensive.

Salaries of Syndics.

193. The Protector's office establishment is at present below even the sanctioned strength, he having been kept for months without his head clerk. Besides the reduction in his salary he has wretchedly insufficient travelling expenses, making the proper accomplishment of his travelling duties impossible.

Protector's Establishment.

In the course of the recent negotiations, the Governor of Réunion expressed himself ready to propose to the Conseil General to raise the protective allotment to at least 78,000, the minimum previously sanctioned by them. It is doubtful, however, whether this is sufficient. From information obtained at the Consulate it appeared that former Protectors asked for over 90,000 francs, and Admiral Miot went even as high as 80,000 francs.

194. The duties of the Protector and staff are detailed in the Decree of 1881, some of them, however, being also mentioned in that of 1887. The Protector is an independent Head of Department. (Chef de Service is the French term.) He is under the direct authority of the Governor. This is so far better than in the time of the Commission, when he was only a Commissaire under the Director of the Interior. The status of Chef de Service is inferior to that of a Chef d'Administration, such as the Director of the Interior. One objectionable point in the status of the Protector as at present is that his reports may be kept back by the Governor if he so pleases from the Secretary of State for the Colonies. That this should be possible is difficult to believe, since Article 10 of the Decree of 1881 lays down that "the Protector of Immigrants is to address each year to the Governor an annual report to be transmitted to the Secretary of Marine and Colonies."

Duties of Protector and staff.

It is essential that these reports should not be withheld. If possible, they should be published as are those of British colonies. It would be a good thing to obtain from the French Government a promise of publication of a report containing certain specified heads of information. It might be stipulated that the Protector should be given, as respects all his reports, the privilege which now belongs to the Director of the Interior and the Chefs d'Administration, *viz.*, that none of them should be withheld from the Secretary of the Colonies by the Governor without due reason assigned.

To secure as good a Protector as possible it might be advisable to ask for the services of an official who had seen service in India, and to have him accredited to the Government of India in the same way as Emigration Agents.

The Protector might also be given a vote at the Executive Council of the colony instead of being only a consultative voice (second clause of Article 1).

195. The *personnel* of the department is described in Article 3 of the Decree.

Deputy Syndics.

Attention is invited to the last clause of the article, under which the Deputy Syndics of small communes are the secretaries,—in other words, the clerks of the Maires. These officials are of course absolutely dependent on the Maire. Their subordination to the Syndic is nominal and their allowances for performance of Syndic's duties wretchedly poor. The Syndic should have as his deputy, if any is required, an official in the department entirely dependent on him.

196. The Protector's functions are described in Articles 5 to 8, Decree of

Protector's functions.

1881, which give him all the powers necessary to direct the service of immigration and to protect the interests of the immigrants.

He has full authority to inspect estates, camps and hospitals, and examine their records, and he is *bound* (Article 7) to inspect estates at least once a year, and to take a medical officer with him for the inspection of the hospitals. This article has been a dead letter for a number of years.

It is doubtful whether it was ever fully carried out. The largest number of estates which I have heard of as having been inspected in any one year by the Protector was 83, and there have never been less to inspect than 128, the number of the present year.

By Article 8 the Protector may represent immigrants in judicial actions, but he is not, as pointed out in paragraph 176 of this report, given sufficient power in the matter of prosecution.

By this same article he has the power of directing them in the investment of their savings. This provision is also a dead letter. Or if it has not been, it has been very badly worked, since several Indians only narrowly escaped, by special action on the part of the Administration, the loss of such money as they had deposited in the privately managed Savings Bank known as the Credit Agricole. For further remarks under this head see paragraph on "Savings."

197. The duties and powers of the Syndics are stated in Article 9. They

Duties of Syndics.

are generally subordinated to the Protector.

They superintend the passing of contracts of engagement and re-engagement.

They are bound to visit each estate in their jurisdiction once in three months.

They have power to inquire on the spot into the facts of complaints laid before them.

They also assist as of right at all proceedings in courts of justice in which immigrants are concerned. On this see Article 138 of the Decree of 1887.

198. The touring duties of the Protector are now most imperfectly per-

Protector's tours and inspections.

formed, and he seldom visits estates, except to inquire into complaints referred to him by the Consul. Indeed, it was remarkable that after four years of office the Protector was evidently ignorant of the whereabouts of several estates perfectly well known to the Consul. Proprietors even expressed, not without irony, their regret at the length of time which had elapsed since the Protector had been seen on their estates.

I am reluctantly compelled to record the opinion that the present holder of the office is deficient in the energy or strength of character required for the post. He had very little knowledge of Indians, and, unlike his predecessor, M. D'Esmenard, had never been in India in his life. Not only did he not know any Indian language, but he did not easily understand the Creole *patois*. It is necessary, painful as it is to mention them, to state these facts without reserve. Personally the writer owes M. Malcor much useful information and the most unvarying courtesy and zeal in the satisfaction of the very severe demands which were made upon his time and work.

It would, also, be most unfair not to add that he ought not to be considered alone responsible for the defects which were noticed in his personal conduct of the administration of his department. He had the hopelessly discouraging incident about his pay to start with, and he was tied hand and foot by the Governor. It was impossible under the circumstances to expect energy in the performance of the travelling and inspection duty. Probably enough he may have made numerous representations of his difficulties, and the Administration has at least condoned, if it has not even encouraged, these *laches*, by not taking any effective means during all these years to enforce observance of the clear requirements of the law.

Syndics' tours and inspections.

199. As regards the Syndics, so far as books showed, monthly visits were fairly regularly paid, except in the case of estates entrusted to the Deputy Syndics. The latter certainly were not likely to visit oftener than they could help, and the Syndic had no real power to make them go. But, even in the case of the substantive Syndics, an examination of the tri-monthly returns and comparison with the actual facts upon the estates visited in the course of my tour showed that the inspections were most cursory. Thus, bad hospitals were passed as good: the word "passable" would cover almost any kind of camp. The only evidence of the inspection being made at all was frequently the hospital register, which usually contained the Syndic's signature. The *visa* of pay books and assistance at payments prescribed by Article 56 of the Decree of 1887 are frequently omitted, and one proprietor at least told me that the Syndic had to be fetched by him, or the duty would never be performed.

The office records of Syndics were in a deplorable state of confusion, *except those relating to the collection of the taxes* on engagement and re-engagement, which were properly kept in books of suitable printed forms.

Individual capacity of Syndics.

200. Here again, however, it is impossible to blame individuals. There was only one of all the Syndics met who appeared obviously unfit for his post. This was the Syndic of St. Paul, whose physical condition and extreme age were quite incompatible with necessary personal activity. Under a man of his experience, also, the existence of several of the irregularities discovered in his office ought to have been impossible. While also no one else was obviously *unfit*, the Syndic of St. Marie, M. D'Esmenard, the son of the gentleman previously mentioned as having filled the office of Protector, was the only one who appeared thoroughly really *well* fitted for the work by his character and intelligence.

The rest of the Syndics, though none of striking capacity, were perhaps as able as could be expected for the small emoluments which they receive. None of them, M. D'Esmenard excepted, showed the intimate knowledge of

their work and power of suggestion exhibited by the Mauritius Inspectors of Immigrants.

These facts and the miserable state of their offices are easily accounted for. The Administration evidently has regarded them as in the first place the collectors of the engagement and re-engagement taxes, and in the second as assistants in the "preservation of order" as it is termed on the estates; in the third and last place as charged with the assistance, advocacy, protection of the cooly.

Syndics' mode of dealing with complaints.

201. As to the number of complaints, comment has been made above. Of the mode in which Syndics could deal with complaints if they chose, there was a good example in the case quoted in paragraph 89 regarding the rations, etc., on the estate of M. Adam de Villiers. Here the Syndic at least showed that he could, if he chose, make a careful investigation and appreciate the issues involved. It was exceedingly difficult to ascertain the method in which complaints were generally dealt with. The records of correspondence were scattered about in unfiled bundles, while the registers, such as they were, gave no information worth having, and no record of the subsequent proceedings.

A common entry was "Handed over to the police;" frequently also occurred the entry "Plainte reconnue fausse." Rarely indeed an entry of satisfaction being given to the labourer, or, if it were given; the character of the satisfaction.

The replies to references from the Consulate were no less brief and unsatisfactory. Occasionally the report would really verge on the ludicrous, by relating that the cooly had finished by confessing that his complaint was without foundation, and had begged pardon for having given so much trouble!

The whole system of dealing with complaints is not satisfactory. In the first place the Syndic ought not to be the only person who takes cognisance of complaints. The immigrant should have power of resort to the police or Juge de Paix, just as in Mauritius he can go to the police or Stipendiary Magistrate. Under the common law he probably has this power, but as a matter of fact he always has to go to the Syndic.

In the second place the Syndic should have, as respects all offences under the Labour Law of which complaints are made to him, full powers of prosecution up to final judgment.

Thirdly, he should be made to keep full returns and records of complaints.

Lastly, he ought to have nothing to do with the collection of taxes on re-engagement, and should certainly not be allowed, as is now stated to be the case, a commission upon the collections.

But the first thing required in order to get good work from the Syndics is to increase their pay and independence. This will be attained by the placing of the expenditure of the department in the obligatory section of the Budget.

Efficiency of Protector's office.

202. The Protector's office, so far as could be gathered from the inquiries it was possible to make, was in far from efficient condition, due mainly to insufficient strength. It is absolutely necessary that he should never be without a good head clerk, to enable him to absent himself upon tours of inspection; he must also have sufficient *personnel* to enable him to keep his registers up to date. The arrears of the "matricule générale," which under the decree is the original record

of all contracts of engagement, is a very serious matter. The supplementary credit of 700 francs now given for the purpose of writing it up is certainly not sufficient.

Bad arrangements for travelling allowance.

203. The Protector and Syndics are both given their travelling allowance by the year. This arrangement has its disadvantages. A daily rate or a rate by distance travelled would form no doubt a far greater incentive both to Protectors and Syndics to travel than the present method, which leaves the more to them in their pockets the less they travel. At present also the Syndics certainly, and even the Protector, are dependent on the proprietors for transport of their properties. This of course should not be. The only way to prevent it is to make the Syndics and Protector keep up permanent carriage.

Importance of improving Protectorate.

204. As to the immense importance of improving the Protectorate there can be no question. Mr. Bennett goes so far as to say that everything depends on it. But it is the writer's conviction that the *first* requisite is the grant of the power for removal of restrictions upon individual liberty and free settlement, and that without them no Protectorate could ensure the prosperity of the Indian in Réunion. With those conditions it is believed that a moderate strengthening of the Protectorate, by improving the pay, position and independence of the officials and especially of the Protector, always insisting that he shall be independent of Creole influence, will suffice to obviate the recurrence of many scandals and to secure to the cooly the just and humane treatment to which he is entitled. In the "*Desiderata*" therefore it has been thought sufficient to lay down that the Protector shall be independent and liberally remunerated, and that the whole of the expenditure of his department shall be placed in the obligatory category of the budget. With these provisions the other reforms suggested in this chapter, if recommended to the consideration of the authorities, have a good chance of being carried out.

Chapter XXV.—Education.

Number of schools and grants for education.

205. At present next to nothing is done for the Indians in this matter, regarding which both of the International Commissioners thought a recommendation should be made to the French Government. In the Decree of 1887 children if at school are allowed to remain free of engagement until 15. The State keeps up no less than 116 free schools; and the total allotment for education is 748,000 francs, of which 430,000, or about one-tenth of the total budget of the Colony, is for primary education. Education is, I believe, for French subjects nominally compulsory, and the Creoles certainly use the schools in great numbers. It is a pity that the Indian does not share in these advantages. I much fear that while there is no reason to suppose that an Indian would be refused admission, yet neither authorities nor proprietors as a body (there are honourable exceptions among individuals) think it worth while to exercise any moral influence to induce Indian parents to send their children to school.

The few schools inspected were clean, and to all appearance well managed. But the number of Indians in them was quite insignificant, and included of course the children of the so-called "Arab" traders who are well-to-do and enlightened enough to educate their children. Statistics of the number of

Indians attending school were not available, but at two or three per school on an outside estimate it would not exceed two or three hundred. This would give an even smaller proportion than in Mauritius.

Absence of estate schools.

206. Only two proprietors—M. Kerveguen and M. Vétch—are mentioned by the Commissoners as having schools on their properties. The experiment was the reverse of encouraging, on account of the reluctance of parents to send their children, and the schools are now closed. No doubt large proprietors would willingly give buildings if Government gave masters, and it would be by no means hard even to recruit vernacular masters in India for sums which any proprietor could afford to pay with ease. It is not certain, however, that vernacular masters are required. The best thing for an Indian settled in the Colony is probably that he should learn the language and manners of it, and be induced to settle there permanently, and the proper object should be to encourage, stimulate and promote attendance at the schools of the Colony. With this object Article 10 of the Desiderata has been framed which postpones the age of the child open to employment under engagement till 13. This will stop the parents from endeavouring to make money out of their children of tender years. But it would be a good thing to try if possible to have this article supplemented with the provision that no parent might put his child out to employment of any kind, either free or engaged, under 15, until it had been certified that he had passed through a certain standard or had attended for a certain period at a primary school; and the Protector might be made responsible for securing compliance with this provision.

Suggestions.

These suggestions are made after special consideration of the excellent provisions contained in the Demerara Ordinance of 1873, Section 52, which prohibit the employers from taking any children under indenture until they have provided facilities for their instruction in the three R's.

Chapter XXVI.—Drink.

Seriousness of drink question.

207. There can be no doubt that the drink question in Réunion must be regarded as a serious one. It is alluded to by the International Commissioners, but it is difficult to escape from the conclusion that more notice might with advantage have been taken of it in their report, and that had this been done more progress might have been made in introducing reforms ere this. It is fair, also, to remember that the Réunion cooly has for the most part been recruited from among classes in India not unaddicted to drink, and that there is an Indian drink question in almost every British Colony to which the Indian has emigrated.

Despondency of proprietors.

208. There is no proprietor or employer of labour who does not complain of the drinking habits of his immigrant labourers. It was stated almost invariably that the attendance at work on the days following payments of wages and premiums was reduced by at least one-half. The few proprietors who mustered a larger proportion were evidently proud of their management and their men. The evil exists scarcely less on the good than on the bad estates, and not a single employer seemed hopeful of combating it successfully.

It was, however, most carefully impressed in the course of the inquiry on every proprietor as well as on the Administration that a serious effort must be made to diminish the drink evil if Indian emigration is to be resumed.

It seems to be thought that the Indian is not often an habitual drunkard, but that he enjoys indulging in a bout when he has plenty of cash. In favour of this view the remarkable absence of drunken Indians in the public roads can certainly be alleged. In one or two hospitals, however, there were instances of men who for one-half of the year were always on the sick list on this account. They were men who worked hard and well in the factories during the manufacturing season, and then gave way to idleness and drink during the rest of the year when their services were less in request.

209. The reason why the proprietors are so hopeless on the subject are, first, the feeling which too often reigns that it is useless to attempt anything for the "moralisation" as they call it of the Indian. This feeling is of course deplorable; but there are luckily most honourable exceptions to it among the more enlightened proprietors. Another reason for despondency, and really the more potent one, is the amount which the Government make out of the drink—excise on the home consumption of liquor. The proprietors think that while the budget of the Colony, at no time a rich one, depends so largely upon this source of revenue, there is little hope of the Administration interesting themselves in the restraint of drink. But it must not be concealed that the planters themselves are largely interested in the matter. This arises in particular from the character of sugar production in Réunion.

The revenue from drink.

210. The aim of the Réunion planter is to manufacture comparatively coarse sugar for the market in France, where the sugar undergoes refinement. The waste products of the manufacture in Réunion therefore contain a great deal of saccharine matter, which imparts a superior quality and value to the rum made from them. The Réunion planter thus relies largely for his profits upon his rum. Up to the present, for some reason or other, he has exported comparatively little of it, and his profit therefore requires a large home consumption. In Mauritius, on the other hand, the planter extracts all the crystallisable sugar he can from his cane, with the object of turning out a good quality of sugar for consumption, without further refinement, in the Indian and Colonial markets. His waste products therefore contain very little saccharine matter and his rum is bad. He does not, as a rule, distil it himself, but sells it cheap to distillers off the estates who get the bulk of their profits by exportation.

Manufacture of rum

The following figures give interesting confirmation to the above facts:—

In Réunion the consumption of rum at the lowest computation is 1,500,000 litres, or about 9 litres per head, and the revenue from home consumption excise duty amounts to 2,160,000 francs, or 48 per cent. of the total budget.

In Mauritius the consumption is 1,289,370 litres, or about 3½ litres, per head of population, and the excise is R15,66,998, or 21 per cent. of the budget. The exports of the two countries are—Réunion, 1,389,900 litres; Mauritius, 3,815,000 (1891). Mauritius exports three-fourths of its rum, Réunion less than one-half, the production of which in proportion to its sugar area is very large.

Comparative drunkenness of Creoles and Indians.

211. The Administration declares that the great consumer of rum is not the immigrant but the Creole labourer, whose vote at elections is secured to a large extent with this tempting form of *douceur*. It is very difficult to estimate for oneself how far this account is correct. But it is impossible to reject the evidence of the planters that the Indian drinks a great deal more than is good for him. Statistics of convictions under the Drink Laws recently supplied by the Administration to Her Majesty's Consul and forwarded to the India Office show that out of 2,094 convictions during the period 1890—1893 (first half) 554 or 27 per cent. were of Indians, who form only 14 or 15 per cent. of the total population of the island. This seems to show that the Indian is a heavier drinker than the Creole.

Reforms promised.

212. It is improbable that until the planter succeeds in establishing a large export trade, he will make much attempt to diminish drink. But having regard to the fact that the Indians constitute only one-seventh of the whole population there is little reason why the Administration should object on financial grounds to restrict, if that be possible, drink among the Indians in particular. The Governor showed himself most willing to listen to my representations on the subject, and as a first instalment of reform accepted a restriction of the interest of proprietors and the employés in shops, the prohibition of sale of liquor to the Indians at the central depôts, and the issue of orders for the stricter enforcement of the law against drunkenness, particularly as regards the sale by shopkeepers of liquors to persons already intoxicated (Desiderata Articles 22 to 24). A circular was issued before I left Réunion and a copy is appended to this report. The practical effect which it will have depends, of course, entirely on the mode in which the orders are executed. It is very doubtful, as Mr. Bennett has stated, whether much good will be done without a considerable increase both in numbers and efficiency of the local Police.

With reference to Desiderata Article 23 it may be explained that the central depôts are the bonded warehouses where the rum is stored after despatch to the distilleries and whence the retailers can get their supplies. Sales, however, are allowed at present from these depôts of two litres and upwards to the first comer, and Indians are in the habit of buying liquor in this manner and taking it with them into camp for illicit sale there.

It may be hoped that the establishment of a Savings Bank will to some extent attract the money of the Indian from the rum shops as a free settler; also he will acquire habits of independence, and be less tempted to habits of carousal than if he continued herded in camps with others similarly disposed.

Chapter XXVII.—Savings.

See Decree of 1881, Article 8, Clause 2.

213. The amount of money saved by Indian Immigrants has rightly in all colonies to which emigration is permitted been taken as a strong test of their prosperity or the reverse.

Savings how far a test of prosperity.

Savings are gauged by the amounts which the emigrants bring home with them, and by the records of local savings banks. By neither test is the Réunion immigrant shown to be prosperous.

The fact that he does not at present as a rule save must, in my opinion, be taken as conclusively proved. At the same time hasty inferences must not be drawn on the subject.

Mauritius statistics.

214. The facts in Mauritius are, as usual, most instructive. In that Colony the savings brought home to India by return emigrants have averaged during the last five years between 135 and 63 rupees per "statute adult," exclusive of paupers. The greater number also of those who declare their savings are said to be the less well-to-do Indians.

Réunion statistics.

In Réunion the statistics are very imperfect, and all that they show is that in 1887, 1,587 emigrants took home 25,000 francs, and in 1891, 296 took 9,000, in the first-mentioned year under 16, and in the second a little over 30 francs per head. The greater part by far in all cases were "statute adults," and the figure would not be much raised by calculating it strictly upon their number. The greater number of these returned emigrants were, as a matter of fact, practically destitute, and this is the tenour of all the Consular reports from Réunion and Pondicherry.

Reason for contrast.

215. The first reason for the contrast stated by the Administration in Réunion is that only the worn-out and bad characters and paupers return to India. Whatever may be the case now, the reason given cannot be accepted for past years. Thus in 1886 and 1887 the number of repatriations amounted to 6 and 4 per cent. of the immigrant Indian population of those years, while in Mauritius the percentages for the same years amount to about 2¼ and 1¾ respectively. The conclusion is that the Réunion repatriations must include quite as large a proportion of the respectable wage-earning immigrant population as those of the Mauritius.

Secondly, it is pointed out that whereas two-thirds of the Mauritius Indians come from Bengal, almost all the Réunion immigrants belong to Madras, and the Madrasi, it is alleged, is of a less saving disposition than the Calcutta immigrant. Statistics of Natal and Ceylon, countries to which Madrasis immigrate in large numbers, would amply disprove this allegation.

There is also, it is pointed out, no State Savings Bank. This is true, but the evil is one which it has always lain in the hands of the local administration to remedy.

Investment in Savings Banks.

216. When we come to the statistics of savings invested in the Colony itself the contrast is even more painful. In Mauritius there are savings of over 16 lakhs (=2,500,000 francs) of rupees belonging to Indians, of which 14 lakhs belong to statute immigrants, the rest to persons who have not come under the labour laws of the island. But in Réunion the only statistics which were given me showed that of the Indian immigrants—that is, of the labour force—the total savings invested in the local bank amounted to only some 10,000 francs. Thus the Indian population of Mauritius is as nearly as may be ten times as large as that of Réunion; but the invested savings, the greater portion be it observed belonging to people who at one time or another have been connected with the labour force, is something like 250 times as large. Of course it may and would be contended that the investments in a local private savings bank do

not represent all the savings of the Indian. But neither by a long way do those in the Mauritius Colonial Savings Bank represent all his savings there. He already owns in land nearly one-third of the island.

Conclusions and suggestions.

217. There is on the whole nothing to refute the conclusion that in Réunion the Indian puts by little or nothing, while in Mauritius he saves on the whole substantially.

The reason for the difference lies, I believe, in the following causes:—First, the absence of a State Savings Bank in Réunion; second, in the prohibition of free settlement and restrictions on the liberty of engagement; and thirdly, the premium system and opening for drink.

That free settlement and the liberty of the immigrant after first engagement has much to do with the saving of the immigrant in Mauritius is shown by the fact that of the 14 lakhs saved by Statute immigrants, ten are deposited by "*old* immigrants," that is, those who have completed their industrial residence, while more than the half of these ten lakhs belong to persons other than agricultural labourers. While under engagement an ordinary labourer is not likely to put by much, certainly not during the currency of his *first* engagement.

Here again is another argument in favour of free settlement.

It has been shown elsewhere that the wages of the Réunion labourer are good. But there is no doubt that they are not, any more than in Mauritius, so high as those of the free man. Also the Réunion labourer gets his rise of wage in the shape of the premium or bounty which, as pointed out elsewhere, is spent as soon as received, and largely, alas! on drink.

The remedies for this state of things are to introduce freedom of settlement and re-engagement, to create State Savings Banks, and to restrict drink. Measures with this object have been accepted among the Desiderata, Chapter III and Articles 21, 22.

Chapter XXVIII.—Powers and Functions of the British Consul.

Decree of 1887, Article 6, and Prefatory Report. Convention, Articles XIX-XV.
Mr. Lyall's Note.—Pages 18, 80, 96, 18 to 98.

218. I have reserved for the concluding portions of this report the important subject of Consular control. (The functions and powers assigned to him under the Convention of 1861 are enumerated below.)

Consul's position.

The position of the British Consul in a small foreign colony with a considerable contingent of Indian immigrants is altogether peculiar, and in the case of Réunion at least it may be affirmed without exaggeration, derives nearly all, if not its entire importance, from the duty of looking after the interests of these immigrants. There can be little doubt that when the Convention was concluded no further interference on his part was contemplated than action with the local authorities, or, if necessary, reference to the Foreign Office, when his assistance was demanded or required. Action on his own initiative was to be occasional, and restricted principally to remonstrance with the authorities respecting any notorious grievance, or defect in the administration of the law, affecting the immigrants, and he was to furnish the annual reports necessary to keep the Home and Indian Governments well informed respecting the condition and progress of the immigrants. The only places in which Consular Agents occupying such a position as has been above described are to be found, are the Colony of Réunion, the other French Colonies using Indian labour in the West Indies, and the Dutch Colony of Surinam.

219. In the last-named colony no alteration has ever been suggested in the Consul's status or functions as above described. But the grievances and abuses disclosed by the consular reports in Réunion led the British member of the International Commission, General, now Sir J., Goldsmid, to recommend that the Consul should be invested with greatly enlarged powers, indeed that he should be given the full authority of a Protector of Emigrants in a British Colony.

Proposal of International Commission.

The Government of India, however, were not slow to perceive the impracticability of this last proposal, and substituted in its place the suggestion that the Consul (1) should be given special powers of inspection over all estates on which Indians were employed, and (2) that he should be similarly empowered to visit depôts in which Indians might be lodged (see correspondence quoted in paragraphs 2 and 4 of this report). Throughout the long negotiations which have been proceeding primary importance has been attached to proposal (1). But the practical difficulties involved in giving effect to it have not failed to strike two of the most able and experienced officers who have held office as Consul, *viz.*, Messrs. St. John and Bennett; and recently the Government of India have expressed much the same view.

The Droit de Visite.

220. It would be unprofitable to repeat the arguments that have been put forward by the Consuls, but it is suggested with confidence that any system of protection in a foreign colony which is to depend in a serious degree upon interference by a British officer must be in its nature unsound. Unless the authorities are sufficiently well disposed to the cooly to take good care of him without such interference, no efforts of the Consul will effect the desired result. All he can do is to bring complaints to notice, and report, first, to the Colonial authorities, and in the last resort to his Government if they are not properly dealt with. On the other hand, given a cordial desire to protect the labourer from ill-treatment, the advice and co-operation of the Consul will be of great service to the authorities in acquainting them with matters requiring attention, which the cooly is unlikely to confide to any one except the British representative.

Discussions of pros. and cons.

Then, as the Consuls have pointed out, their frequent presence on estates cannot fail to lead to misunderstandings between them and the proprietors. There are some employers who go so far as to express the view that there is nothing objectionable in conceding the Consul a right of inspection, on the rational ground that it is no more than reasonable that he should have easy access to his fellow-subjects. The majority even say that, though they object to concede to any foreign official the right to enter upon their properties, yet that they would never refuse him permission to visit the estate if he asked for it. It is perhaps a pity that these professions have not been more frequently put to the test. But, although no doubt in order to ascertain the true condition of things on an estate, personal inspection is of enormous advantage, if not absolutely indispensable, yet I venture to doubt whether anything like regular and general inspections of all estates in the island by the Consul would be advisable, even if it were tolerated. While it would no doubt enable him to obtain information of many genuine grievances, he would also be flooded with ill-founded and exaggerated complaints, many of which but for his appearance at the estate would not have been made at all, or if made to the Syndic or Protector would have been disposed of without difficulty.

In any case, in consideration of the possible resumption of emigration to Réunion, the following situation had to be faced. The one condition which the authorities would *not* accept was the "droit de visite," and it had to be determined whether the necessary security for the happiness and prosperity of the Indian while in the island could be secured without it.

Substitutes proposed.

221. The conclusion at which I arrived after examination of the question on the spot was that the three first requisites for this security were (1) to decrease as far as possible the risk to the cooly of finding himself under a bad master, (2) to enable him if ever he found himself with a bad master to get away from him, and (3) to provide him with some alternative employment in case he found after full trial that he could not live happily under engagement.

It is claimed that these objects have been secured. If it had been possible to attain them without increasing the powers of the Consul, it would have been a source of unmixed satisfaction, not only to the writer, the local authorities, but to Mr. Bennett, the Consul, himself. The provisions which I place far beyond additional consular control in importance to the welfare of the immigrant, *viz.*, freedom of settlement, short initial engagement and re-engagement, the abolition of the "journées de remploi," abolition of the engagement for domestic service, and the increase and inviolability of the allotments for the Protective service,—all these provisions are independent of all consular interference. But, notwithstanding these substantial advantages, it seemed necessary, especially on the first resumption of emigration, when there would naturally be a rush for labourers, to prevent as far as possible the allotment of freshly imported men to bad masters. It was felt that without some check from the Consulate, the Administration might not be strong enough in the refusal of requisitions from such masters, particularly if they were possessed of electoral influence. Hence under the "Desiderata" Article 5 all requisitions are to be preceded by an inquiry from the Protector as to the sufficiency of the accommodation and medical care for the new arrival; every requisition is to be seen by the Consul before it is finally approved by the Governor. The Consul will then have the power of remonstrance if he deems proper, and if not listened to will of course have the power of communication with the British or Indian Governments, who retain always the discretion to suspend immigration afresh on sufficient cause shown.

I earnestly believe that these guarantees are sufficient to justify the attempt to dispense with the obnoxious "droit de visite," and I venture to hope that the Government of India and Local Governments concerned will not be indisposed to accept this view.

Consular powers under Convention

222. Under the Convention of 1861, Article XIX, the British Consul is to be given lists of the labourers disembarked on first importation, and of the births and deaths which have occurred on the voyage from India. He is also to be *informed* of every fresh engagement or renunciation of the right to a return passage which occurs. Under Article XX provision is made for full access on the part of the labourer to the Consul.

Article XIX is on the whole sufficiently well observed. It has been laid down repeatedly as a necessary condition that the Consul should *confirm* every re-engagement contract. As explained by the Consul himself in more than

one report, the examination of every such contract is impossible. The practice now is to send the Consul the list of these contracts, which are left to their operation unless he objects. This procedure is even now sufficient, and when re-engagements are restricted to one year will be amply so. But the examination of the list might with advantage be made more particularly, and the Consul might ask to see the actual contracts and the labourers themselves when he knows that the proprietor in question has a bad name. It would be difficult for the Administration to refuse the demand, and it is improbable that they would attempt to do so.

As to liberty of access to the Consul, see paragraphs 150 and 151 and the reforms there suggested.

Consul's relations with Administration.

223. The relations of the Consul with the Administration are not all that can be desired. This is not the fault of the present Consul, whose courtesy and consideration are beyond praise. The present Governor, also, is never wanting in the forms of courtesy towards Her Majesty's Consul, but it must be confessed that there was at least, until very lately, a complete want of cordiality. It seemed to be doubted whether the Indian Government was convinced of the substantial truth of the Consul's reports of abuses, but when this doubt was removed, as it was very quickly after the commencement of the inquiry, the tone changed considerably for the better. It is obviously of great importance that the relations of the Administration with the Consul should be as cordial as possible. Some pains, it is suggested, should be taken to procure them an officer who would be likely to be welcomed as a *persona grata*, and possessed a knowledge of the French language and manners and susceptibilities. It is of great importance also that the office should not change hands oftener than can be helped, and anything that *can* be done should be done to retain at his post its present able and judicious holder, Mr. Bennett.

His relations with the Protector.

224. Relations with the Protector are far less intimate than they ought to be. This again is in no way the fault of the Consul and was quite different in the time of M. D'Esmenard, who on all possible occasions consulted the Consul personally. The present Protector, however, shirks personal discussion and friendly relations; he has even refused to dine in the Consul's house, alleging the fear of being compromised! Some attempt might be made to procure instructions from France that the very reverse of this attitude is necessary.

His relations with Foreign Office and Indian Government.

225. It would be a great improvement if the Réunion Consul were in matters of immigration subordinate to the Indian Government, who would appeal to the Foreign Office only when they found it necessary to propose official communication with the French Government. The Government of India also should have liberty to communicate its wishes direct to the Governor of Réunion. Many Governors of Réunion have been previously at Pondicherry, and the fact of their having personally known members of the Indian Government often helps to smooth matters. Of course in matters other than immigration the Consul would correspond direct as before with the Foreign Office. If this were done, it is believed that by the instrumentality of the French Consul-General in Calcutta many demands would be satisfied which are now refused, the concession of important demands would be obtained and misunderstandings obviated. In any case much delay would be prevented.

The subordination also of the Consul to the Indian Government would considerably strengthen his position. At present the Réunion Government always hopes to gain some advantage by time or by differences of opinion between the Foreign Office or India Office and the Government of India.

Some measure of this kind is urgently necessary in order to save time. At present the correspondence on Réunion matters is terribly circuitous. The cases reported by the Consul to the Foreign Office are referred to the India Office and by them to the Government of India for opinion. The communication of the wishes of that Government have to go back by the same roundabout channel.

I also found that the Consul was without many important documents on the subject of immigration which might with great advantage have been communicated to him, and which, if he were under the Government of India, would go to him as a matter of course.

If he cannot be put under the Government of India, at least let him send duplicates direct of all reports which he makes regarding immigration, or let him communicate them to the Foreign Office under flying seal through the Government of India and India Office.

Consul's relations with proprietors.

226. The Consul's relations with the proprietors, with all good proprietors at any rate, are excellent. As above stated, the great majority profess their entire readiness to see the Consul whenever he wishes to visit their estates, though they would nearly all resent his being given any *right* to do so.

It is worth considering, perhaps, whether all had yet been done in the matter of visits that was possible. The Consul did not seem, except in the case of those proprietors with whom he had friendly relations, to have asked permission to visit an estate. If the permission were asked with the necessary deference, it would, it is believed, seldom be refused, even by the proprietor with a bad conscience, who would be afraid of the inference which would be drawn from his refusal. It would not be necessary always to make the visit the occasion of an inquiry. But it would be an excellent opportunity for civil suggestion or remonstrance by which the proprietor might be induced to introduce improvements and reforms or to rectify abuses, when an official inquiry might only confirm him in obstinate resistance. These suggestions are offered, however, with great diffidence, as they have not been discussed with Mr. Bennett.

Consul's annual reports.

227. The annual reports of the Consuls are at present very brief and summary documents. They consist chiefly of statistics compiled from returns furnished them by the Protector of Immigrants upon fresh requisition every year, and are not therefore altogether uniform (compare, *e.g.*, reports for 1889 and 1887 with others received). If the suggestions made in the present report, paragraph 194, are carried out, the Consul's annual report might be to a great extent superseded by that of the Protector, of which the Consul would only forward a copy with his comments.

But there are certain details which the Consul's report should always contain, *viz.*—

(1) complaints to the Consulate—the number made, how disposed of, and if referred to the Protector, the result of such reference, accompanied by an analysis of their character;

(2) the number of estates visited and the result of visits as regards state of hospitals, camps, wage payments, complaints and the like.

In so far as the information in the report depends upon statistics supplied by the Protector, every effort should be made to induce that officer to correct figures which are considered doubtful.

Chapter XXIX.—Conclusions and final suggestions.

228. To sum up, it has to be considered whether upon the basis of the facts above reported it is possible to recommend the resumption of emigration to Réunion. It will be gathered that on the one hand—

Summary view of condition of coolie.

The general condition of the cooly is clearly inferior to that which he enjoys in any British colony, not excluding Mauritius, the sister island, where the conditions of law, employment and living are generally similar to those obtaining in Réunion. He does not save; exemption from engagement and free settlement are rarely, if ever, allowed; repatriation is made difficult; and there are special facilities and temptations to drink, and a general carelessness as to the moral condition of the engaged labourer. His children are not educated, but under obligation to engage themselves as labourers while still of tender years. The guarantees for protection during the period of indentured labour are insufficient and unsatisfactory. The Government is foreign, the protective agency is weak, ill-paid and dependent, the law too is severe; the cooly is frequently in the *atélier de discipline* for trifling offences; his complaints are not sympathetically received, frequently not even impartially attended to, and he is still in many respects at the mercy of a bad master. It must be added that the abuses above described are of long standing, and that there is, or has been hitherto, a reluctance to recognise their existence and to provide the necessary remedies.

229. On the other hand, there has been some substantial improvement since the time of the International Commission :—

Improvements since time of Commission.

The cooly is well lodged and fed, regularly paid good wages, not generally overworked. He has, at least on all estates employing twenty labourers, special medical care, and his general standard of comfort is on the whole higher than it is in India. He has regular employment, is in no danger of starvation, still less of famine; his efficiency as a workman and general intelligence are improved. In old age if he stays in the Colony he is not denied the means of subsistence. Repatriation is much less difficult than it was, the evil of anticipatory re-engagement has been much diminished, and re-engagements themselves are generally for short terms, ensuring a considerable degree of freedom in the choice of masters. The law has been codified and amended as regards important points in the interests of the cooly. Lastly, in pursuance of the recommendations of the Commission, weak as the protectorate is, it is directed by a Frenchman, and is an independent department, not a mere branch of the Department of the Interior.

230. The conclusion is that during the fifteen years that have elapsed since the inquiry of the Commission, there has been real progress and improvement in the cooly's condition and the disposition towards him both of the proprietors and Administration.

Conclusions.

The improvements such as they are, however, are not sufficient to justify the resumption of emigration without some further changes which will more nearly assimilate the condition of the Indian cooly to that of his fellow in British colonies.

231. The first and by far the most important change necessary is the shortening of the terms of engagement and re-engagement, and the acquisition of complete right to live free in the island and the absence of all pressure to re-engage against his will.

First requisite: free settlement.

This gives the Indian an independence and power of escape from a bad master which forms a better guarantee for his ultimate happiness than can be given him by any protective department.

It is clear that, as a free settler in the country, the Indian will be able and likely to prosper. This is attested by the tolerable healthiness of the country, the fertility of the soil, the perfect ease of existence as shown by the lazy content of the Creole labouring classes, the brisk demand for labour, the large amount of land available for cultivation, and last, but by no means least, by the actual prosperity of the few Indians, who, notwithstanding the present vexatious restrictions, have succeeded in settling freely in the island.

232. While, however, the most important point to secure is free settlement, nevertheless while engagements for a long term of years continue, the protective agency must remain, and if it remains, must be considerably improved. To effect this improvement is not seriously difficult, and the best security for it consists in more liberal provision for the expenditure and emoluments of the Protective Department, but even more in the assurance of inviolability obtained by classing this expenditure among the "depenses obligatoires." Recruiting must be properly conducted. The facilities for repatriation must be improved. The engagement for domestic service must be abolished. Savings must be directly encouraged, some attempt must be made to restrain drink, and the incessant resort to the *atêliers de discipline*. The Consul also must have a check on requisitions for newly-imported labourers and re-engagements.

Necessity of strengthening Protectorate.

233. On these lines the *Desiderata* for the renewal of emigration to Réunion have been drawn up. They are not either in substance or in form everything that I could have desired. But that they are a compromise more favourable than I hoped to obtain when I started on this mission I should not venture to deny. Whatever their deficiencies, it should be borne in mind that they have the unquestionable advantage of having been accepted by the Creole Governor who knows Réunion from his childhood, who has served in India, and as Director of the Interior has had exceptional experience of the working of the labour laws and the possibilities and requirements of the Colony. The Desiderata have moreover commended themeselves to the Chamber of Agriculture,

The Desiderata.

and in all but one point to the chief proprietors of the colony who favoured me with an interview for their discussion.

Changes required in Desiderata.

234. To understand them reference should be made to the correspondence summarised in the Introductory Chapter of this report. It will be seen that, with one or two exceptions, every demand laid down by the Government of India subsequent to the inquiry of the International Commission has been yielded, while other important concessions not then required have been made. The exception of note is that of the "droit de visite" on the part of the British Consul. The provision made for meeting this omission has been explained in the body of this report (paragraph 221), as well as in a note upon the *Desiderata* separately submitted to the Government of India.

To carry the *Desiderata* into effect certain changes will be necessary in the labour laws of the Colony, and it may be thought advisable that consent should not be given to the resumption of emigration until a Decree embodying such changes has received the approval of the Government of India. A revised Convention also can hardly be dispensed with; the changes in the local labour laws, however, are of greater importance, and should come first. In addition to the changes in the laws the issue of certain orders and regulations will also be necessary in order to carry the *Desiderata* into effect. Without making the issue of such orders prior to the renewal of emigration a condition *sine quâ non*, it might be advisable, and would not probably be difficult, to procure such issue during the currency of any further negotiations that may take place, if the proposal to renew emigration be favourably entertained.

Draft Decree.

235. It is scarcely necessary to observe that the surest way of obtaining a satisfactory draft decree would be to have it settled by personal negotiation with the French authorities, as was attempted to be done at the time of the International Commission.

Recommending renewal of Emigration.

236. I venture to close this report with an expression of earnest personal trust that it may be found possible to concede the resumption of Emigration. If any evidence were needed of my sense of the abuses which prevail, it will, I think, be found in this report. I may further claim that the notes on the Secretariat records of the Government of India also bear testimony to the absence of any tendency on my part to extenuate or ignore the undoubted evils which have for so long disfigured the system. Neither can any one accuse for a moment Mr. Bennett of under-estimating their gravity. Throughout the negotiations I have been in absolute accord with him and have consulted him at every step, and it is with unmixed satisfaction that I refer the Government of India to his letter to the Foreign Office, a copy of which is attached (Appendix H), which shows that, notwithstanding the many difficulties to be overcome, he considers that the *Desiderata* constitute a workable basis for the renewal of emigration.

237. It is true that Réunion is but a small place, and the number of poverty-stricken Indians of whom it will relieve the vast continent of British India is altogether insignificant. There is nothing to gain in consenting to the renewal of emigration from an administrative point of view. In pleading, if pleading is necessary for a generous view to be taken of past shortcomings, I am animated by deep sympathy for the several really

excellent and enlightened proprietors whose acquaintance I had the pleasure of making, and some of whose estates I was able to inspect. A few of these estates could show the way even to some of the best estates in Mauritius both in the excellence of their management and the care for their labourers. It would indeed be hard if the owners of such estates, and the others, not a few, who, though less advanced because less wealthy, are nevertheless animated with good intentions towards their employés, should be ruined for the fault of a minority, after all, of bad masters. Of course, unless the happiness and comfort of the immigrant can be secured no considerations of sympathy for the proprietors can be allowed to weigh for an instant. But it is my conviction that while there has been appreciable and solid progress already in the better treatment of the Indian, the guarantees now obtained cannot fail to secure a further advance of a far larger character in the same direction. I believe that the colony has learnt a bitter lesson, brought home to it by the recent financial crisis, and that we may safely look forward to the manifestation of an improved disposition towards the Indian.

238. The last mails from Réunion have given convincing proof of the earnestness of the Colony,—that most convincing evidence which is afforded by the readiness to spend money. I learn by a private letter from the Governor, Monsieur Manès, confirmed by a report from the British Consul recently shown me at the India Office, that the Conseil General have both repealed the tax on the *permis de séjour*, and have voted the inclusion of expenditure of the Protective Department among the "depenses obligatoire" at a minimum sum of 90,000 francs plus 25,000 francs for the pay of an accredited Emigration Agent in India.

With the exception also of a proposal to introduce the double cut as compensation for the abolition of the *journées de remploi* the other Desiderata are accepted *en bloc*, the authorities emphasizing the fact that no misapprehension existed as to their scope and intention, particularly as regards the abolition of the engagement for domestic service—a reform which must have been very distasteful to many persons in the island.

239. With such evidence of sincerity on the part of the Administration, the local assembly and the proprietors in the desire to meet the wishes of the Government of India so far as I was able to interpret them, I dare to hope that I shall not be thought wrong in urging that Government should not take without the gravest reason a decision involving the refusal to the Colony in its extremity of that indispensable supply of labour which alone can prevent a fatal arrest in the development of one of the fairest and most productive spots in the tropics which it has ever fallen to the fortunate lot of the European colonist to possess.

J. W. P. MUIR-MACKENZIE,
On special duty.

ADDENDUM.

I feel myself fortunate in being able to append (Appendix O) to this report, abstracts of complaints made to the Consul during the years 1891 and 1892. They were prepared at great labour by Mr. Bell under Mr. Bennett's instructions, and afford a valuable basis of fact for many conclusions arrived at independently in the report.

The following is an analysis of the complaints:—

The total number of complaints to the Consul was in 1891, 96, and in 1892, 58. (The numbers given in the lists are 108 for 1891, and 60 for 1892, but it has been necessary to deduct cases in which the Consul seems to have made inquiry upon his own motion, and items which recur more than once in the list, though referring only to a single case.)

The decrease in the number of complaints in the year 1892 as compared with 1891 may probably be regarded as a favourable symptom, since there is no reason to suppose that the obstacles to the resort to him by Indians have been in any degree increased.

No less than 58 or 40 per cent. of the complaints in the two years came from persons in domestic service.

The next point worthy of notice is the large number of complaints which come from the parts of the island adjoining the Consulate head-quarters. Thus the Syndicate of St. Denis accounts for no less than 41 per cent. of the complaints in 1891, and for 36 per cent. in 1892.

It is doubtful what significance should be given to this fact. As already observed, the Consul does not consider that coolies if determined to resort to him can, in practice, be effectually hindered from doing so. But granting this, it is clear that the inconvenience, expense, and possible loss of wages to the coolie who goes all the way to St. Denis to complain will be considerably greater the further removed his place of residence is from the Consulate. But it is difficult to escape from the conclusion that if the Consul were able to place himself in closer and more constant relations with the Indians working in the remoter parts of the island, the number of complaints to him would be greater. As noticed elsewhere, it was with the object of bringing the Consul into nearer contact with the immigrant that the "droit de visite" was proposed.

On the other hand, the employers and Administration loudly declare that resort to the Consulate is frequently employed by coolies as an excuse for idling, and the list shows that not a few confirmed bad characters do actually complain upon very flimsy pretexts. A considerable number of the complaints from the coolies belonging to St. Denis relate to matters in dispute between them and their masters which would very possibly, at least, have been satisfactorily settled by the Protective agency without the Consular intervention. Such especially are the complaints of regarding the amounts of wages due, etc. It would be advisable that no complaint should be accepted from the district of St. Denis at the Consulate except for very special reasons until the Consul was satisfied that the coolie had actually been to the Syndic and failed to obtain redress from him.

The principal subjects of complaint seem to be non-payment of wages (21 in the two years). Doubts as to termination of engagement due to the exaction of "*Journées de remploi*," (22), Repatriation, (12), or (allowing for those which fall into more than one category) some fifty in all, or more than one-

third of the total number of complaints for the two years, belong to the above three classes.

The complaints with reference to wages seem generally to have been founded on fact, and the investigation has resulted in some payment being made to the coolie. But it is not made clear whether application to the Syndic would not have been equally successful in obtaining him redress. On the other hand, it is shown beyond doubt that the verification of pay registers in the interests of the coolies has in the instances complained of been very deficient especially in the case of engagements for domestic service. The cutting of wages, more especially again in the domestic cases, has occasionally been allowed upon illegal and indefensible grounds. Thus, one master withheld wages because he attributed the loss of fifty bags of sugar to the coolie concerned (No. 3 of 91). In several instances the coolie has been made to pay the reward given by the master for his arrest. (See No. 74 of 1891 and Nos. 21-29 of 1892.)

The complaints respecting "*Journées de remploi*" and the termination of engagements show conclusively that the coolie is in numerous cases unaware of the penalties which he is accumulating against himself, and, in my opinion, furnish a important argument against the continued imposition of that penalty. In no case does the investigation by the local authorities lead to the reduction of these days of work. In some of these cases, when the labourer asks for the cancelment of his engagement he obtains it, but there is nothing to show that he has not to render the extra days all the same, or that he is not induced in consequence to re-engage.

The applications for repatriation seem to come generally from the old and infirm, and are usually granted. Some repatriation cases, however, are mixed up with complaints regarding re-engagement, and the coolie is in such cases remitted to work out the "*journées de remploi*," losing possibly his chance of the next available vessel.

Case No. 75 of 1891, with several others, affords a good illustration of the bad working of the regulation, allowing employers to recover debts and advances in days of work.

No. 7 of 1892 illustrates the difficulty alluded to in paragraph 82 of the report respecting the engagement of women as "*menageres.*"

A scrutiny of the last two columns of the lists shows clearly enough that in general the Consul is not satisfied with the inquiry made by the local authorities. The particulars given are not sufficient for the formation of a judgment whether the required redress would have been equally obtained without application to the Consul.

Cases No. 21, 22, 25, 34 of 1891, and 12, 15, 16, 19, 25, 33, 38, 51 of 1892, are examples of the refusal of the "parquet" to interfere in cases referred to them; no reason for such refusal being given by the Protector to the Consul, or even, as it would appear, by the "parquet" to the Protector.

They afford strong ground for increasing the Protector's own powers of prosecution on the lines advocated in paragraph 176. As to the complete irresponsibility of the "parquet" under existing regulations, see case 86 of 1891, which shows that even the Governor of the island is not allowed to see the papers of the inquiries made by the "parquets."

It would not be right to leave these lists without indicating, unpleasant though it is to do so, the names of two or three persons which appear with undesirable frequency. Thus Monsieur Claverie figures sixteen times, Monsieur Cornu seven times, both of these being comparatively small employers of labour; Monsieur Bellier, a moderately large employer, appears nine times, and Monsieur Kerveguen, one of the largest employers in the island, eight.

Of the above four, the first two have long had an exceedingly bad reputation as employers, and the second of them has lately had to flee the Colony. Of course records like this would be likely to lead to strong objection on the part of the Consul to the acceptance under the new system proposed in the event of emigration being resumed of requisitions from either of them. Monsieur Bellier manages two estates, one of which in St. Suzanne, in the days of his father had a high reputation for the excellent treatment of the Indians.

It is to be hoped that the good traditions of the past are not being departed from, and, indeed, Mr. Bennett's observations, as well as the results of my personal inspection, lead me to believe that upon the estate of St. Suzanne, which is under the immediate eye and personal management of Monsieur Bellier himself, those traditions are fully maintained. The care of the labourers, as manifested in a good camp and hospital, and the provision of gardens was in few places more conspicuous than here. But in the Bras Panon estate, which is looked after by a sub-manager of doubtful character, things are far less satisfactory.

Monsieur Kerveguen owns a very large proportion of the land in the island, and employs a very large labour force. One of his finest estates adjoins that of Monsieur Claverie, and the habit of complaining to the Consul being undoubtedly to some extent contagious, may not impossibly have communicated itself to his men. The matters complained of seem to have been effectively redressed in almost every case, and my inspection of the St Pierre estate showed that Monsieur Kerveguen treated his men with much consideration as regards their material comfort. The property had, however, in the time of the International Commission a name for considerable severity. It is at least possible, therefore, that a certain amount of undue harshness escapes the notice of Monsieur Kerveguen himself, who, of course, with such a large labour force to superintend, has to commit much of the management of labourers to his under managers.

I have at the same time much pleasure in bringing to notice the very occasional or absolute non-occurrence in the lists of large proprietors, such as Monsieur Adam de Villers, Monsieur Choppy, Monsieur Colson, Monsieur Veitch, and lastly the Credit Froncier Coloniale, from which there are only two complaints, although its estates include something like one-third of the sugar area in the island.

THE DESIDERATA.

Desiderata exprimés par M. le Délégué du Gouvernement del'Inde au sujet de la reprise de l'émigration indienne pour la Réunion.

TEXTE ANGLAIS.

Chapter 1.

Protectorate of Immigrants.

Article 1.—As long as Indian coolies remain under a contract of engagement and are subjected to a special labour law, a Protector of Immigrants with a sufficient personnel of subordinates will be indispensable.

Whatever the composition of the said personnel, the Protector shall be appointed by the President of the Republic, given an independent position and liberally remunerated.

All the expenses of the Protective service shall be inscribed among the "Dépenses obligatoires" of the budget of the Colony.

Article 2.—Sufficient relief either in their houses or at the hospitals and hospices of the Colony shall be assured to the old and infirm Indians settled in the Colony.

Chapter II.

Introduction of Labourers from British India.

Article 3.—The recruiting operations shall be carried on in the various parts of India designated by His Excellency the Viceroy in Council.

Article 4.—The superintendence of the emigration of Indian labourers in each of the ports from which labourers may be despatched for the Colony shall be exercised by Agents nominated by the Governor of Réunion.

These Agents shall be accredited to the Government of India.

Article 5.—Every landed proprietor of Réunion who may desire to introduce or engage immigrants from India for the cultivation of the soil shall present a requisition to the Protector of Immigrants, indicating the number of men and

TEXTE FRANCAIS.

Chapitre I.

Protectorat des Immigrants.

Article 1er.—Aussi longtemps que des coolies indiens seront retenus dans les liens d'un contrat d'engagement et seront soumis à une loi spéciale du travail, un Protecteur et un personnel suffisant de subordonnés seront indispensables.

Quelle que soit la composition de ce personnel le Protecteur sera nommé par le Président de la République, placé dans une situation indépendante et libéralement rétribué.

Tous les frais nécessités par le service du Protectorat seront inscrits à la section des Dépenses Obligatoire du budget de la Colonie.

Article 2.—Une assistance suffisante soit à domicile, soit dans les hôpitaux ou hospices, sera assurée aux coolies indiens libres qui se seront fixés dans la Colonie et seront devenus vieux ou infirmes.

Chapitre II.

Introduction des travailleurs de l'Inde Anglaise.

Article 3.—Les opérations de recrutement seront effectuées dans les differents parts de l'Inde designé par Son Excellence le Vice Roi en Conseil.

Article 4.—La surveillance de l'émigration des travailleurs indiens, dans chacun des ports d'où les immigrants pourront être expédiés pour la Colonie, sera exercée par des Agents nommés par le Gouverneur de la Réunion.

Ces Agents seront accrédités auprès du Gouvernement de l'Inde.

Article 5.—Tout propriétaire foncier de la Réunion, qui désirerait introduire ou engager des immigrants de l'Inde, pour le travail de la terre, devra en faire au Protecteur des Immigrants la demande avec indication du nombre d'hommes ou de

women whom he desires to engage. On receipt of the requisition the Protector shall inspect the camps and hospitals of the proprietor and shall forward the requisition to the Governor accompanied with a report on the result of his visit. This requisition shall be communicated to the British Consul, who shall be at liberty to offer his observations to the Governor.

ARTICLE 6.—On examination of the Protector's report and the Consul's observations, if any, the Governor will decide regarding the requisition.

CHAPTER III.

Contracts of Service.

ARTICLE 7.—The duration of contracts of service of immigrants is limited to three years.

ARTICLE 8.—At the expiration of this engagement the Indian shall be given his liberty and shall be entitled to receive from the Protector, free of cost, an "old immigrant's" ticket in the form presented in the Schedule No. 32 annexed to the Labour Law of Mauritius.

Furnished with this ticket he shall have the right either to remain free, or to contract for the cultivation of the soil a new engagement which shall not exceed one year. In the latter case, he will continue to be subject to the labour law in force at Réunion.

ARTICLE 9.—An Indian immigrant will not be allowed to enter into a new engagement before the expiration of the contract actually current.

ARTICLE 10.—In order to enable the children of Indians, whether old or new immigrants, to attend the primary public schools, no contract of service shall be passed with an Indian minor of less than 13 years of age.

After the age of 13 the Indian minor may pass a contract of service, but only for a period of one year and with the consent of his father, mother or guardian.

ARTICLE 11.—No premium or advance whatever shall be granted to the Indian on the occasion of his re-engagement.

ARTICLE 12.—Every contract of re-engagement of an old immigrant shall be

femmes à engager à son service. A la réception de cette demande, le Protecteur procédera à la visite des camps et de l'hôpital du propriétaire et adressera au Gouverneur la dite demande accompagnée d'un rapport sur le resultat de sa visite. Cette demande sera communiquée au Consul d'Angleterre, qui pourra présenter ses observations au Gouverneur.

ARTICLE 6.—Au vu du rapport du Protecteur et observations du Consul, s'il en présente, le Gouverneur statuera sur la dite demande.

CHAPITRE III.

Des Contrats de Service.

ARTICLE 7.—La durée des contrats de service des immigrants à introduire de l'Inde, est limitée à trois ans.

ARTICLE 8.—A l'expiration de cet engagement, l'immigrant indien sera mis en liberté et pourra réclamer du Protecteur, sans frais, un ticket d'ancien immigrant, dans la forme de la Scédule Numéro 32 annexée à la loi du travail à l'Île Maurice.

Muni de ce ticket il aura la faculté soit de rester en liberté, soit de contracter, pour le travail de la terre, un nouvel engagement, qui ne pourra excéder un an. Dans ce dernier cas, il continuera à être soumis à la loi sur le travail en vigueur à la Réunion.

ARTICLE 9.—Il ne sera permis à aucun immigrant indien de contracter un nouvel engagement avant l'expiration du contrat de service en cours.

ARTICLE 10.—Aucun contrat de service ne sera passé avec un indien mineur au dessous de 13 ans, afin de lui permettre de fréquenter les écoles primaires publiques, que le mineur soit enfant d'un ancien ou d'un nouvel immigrant.

A partir de l'âge de 13 ans, l'indien mineur pourra passer un contrat de service, mais pour une durée annuelle seulement, et avec le consentement ou de son père, ou de sa mère, ou de son tuteur.

ARTICLE 11.—Lors d'un rengagement d'un ancien immigrant indien, il ne lui sera accordé aucune prime ni aucune avance.

ARTICLE 12.—Tout contrat de rengagement d'un immigrant indien sera soumis au visa dit

submitted to the visâ of the British Consul, who may present his observations to the Administration to whom it belongs to authorize or refuse the said contract.

Chapter IV.

Illegal absence.

Article 13.—For every illegal absence the salaries of Indian engaged labourers shall be subject to the following stoppages:—

1. Salary for each day of illegal absence;

2. Value of the rations corresponding to the number of days of illegal absence.

The penalty actually in force concerning the "journées de remploi" shall cease to be applied.

Chapter V.

Repatriation.

Article 14.—Every immigrant introduced from India shall have the right to his repatriation at the expense of the Colony at the expiration of five years' residence in Réunion, whether under engagement or free.

Article 15.—Repatriation shall in no case be delayed beyond three months from the date on which the Indian immigrant who has a right to the same shall have preferred his demand for it.

Article 16.—If after ten years' residence in the Colony, either engaged or free, the Indian immigrant has not exercised his right of repatriation, he will be allowed to choose between repatriation and a permanent residence in Réunion. In the event of his choosing the latter position, he will lose his right to repatriation at the expense of the Colony, subject to the recovery of this right, if he pleases, when he has become old or unable to work.

Article 17.—Every Indian immigrant is at liberty, whenever he pleases, to leave the Colony at his own expense provided that he has fulfilled the obligations of his engagement and observed the laws of the Colony.

Article 18.—Every Indian immigrant awaiting repatriation shall be placed in subsistence at the Depôt Colonial of St. Denis.

The Communal Depôts actually established in the various Communes of the island shall be entirely separated from the prisons and shall be maintained in good condition.

Consul d'Angleterre, qui pourra présenter ses observations à l'Administration, à qui il appartient d'autoriser ou de refuser le dit contrat.

Chapitre IV.

Absence illégale.

Article 13.—Toute absence illégale des coolies indiens engagés donnera lieu à la retenue sur les salaires:

1°. De la journée d'absence illégale;

2°. De la valeur des rations de vivres correspondante au nombre de jours pendant lesquels ils se seront illégalement absentés.

La pénalité actuellement prévue et concernant les journées de remploi cessera d'être appliquée.

Chapitre V.

Rapatriement.

Article 14.—Tout immigrant introduit de l'Inde aura droit à son rapatriement aux frais de la Colonie, à l'expiration de cinq années de résidence à la Réunion, soit dans les liens de l'engagement, soit en liberté.

Article 15.—Le rapatriement ne sera en aucune circonstance retardé de plus de trois mois à partir du jour où l'immigrant indien qui y aura droit en aura fait la demande.

Article 16.—Si, après dix années de résidence dans la Colonie, soit dans les liens de l'engagement, soit en liberté, l'immigrant indien n'a pas exercé son droit au rapatriement, il sera mis en demeure d'opter entre son rapatriement et un séjour permanent à la Réunion. S'il choisit cette dernière position, il perdra son droit au rapatriement aux frais de la Colonie, sauf à recouvrir ce droit, s'il le désire, lorsqu'il sera devenu vieux ou incapable de travailler.

Article 17.—Tout immigrant indien pourra, à n'importe quel moment, quitter la colonie *à ses propres frais*, pourvu qu'il ait satisfait aux obligations de l'engagement qu'il aura contracté et observé les lois de la Colonie.

Article 18.—Tout immigrant indien en expectative de rapatriement sera *exclusivement* placé en subsistence au Dépôt Colonial à St. Denis.

En ce qui concerne les dépôts communaux actuellement établis dans les diverses communes de l'Ile, ils devront être entièrement séparés des prisons et maintenus en bon état.

Chapter VI.

Miscellaneous Provisions.

Article 19.—British subjects in Réunion who are not engaged in virtue of the labour law shall be subjected to the same contributions and taxes as are levied upon French subjects.

In particular, the tax known as the "permis de séjour" shall be abolished in so far as British subjects are concerned.

Article 20.—With respect to vagabondage, the justification of the means of existence, the regularization of their positions and the like, Indian immigrants free from engagement shall be subject only to those laws which govern the citizens of Réunion.

Article 21.—A State Savings Bank shall be established in Réunion and opened to Indian immigrants with proper facilities for the deposit of small sums.

Article 22.—Orders shall be issued for the strict application of the law against drunkenness, and especially of the penalties provided against the shop-keepers who serve drink to persons already drunk.

Article 23.—The sale of rum to Indian immigrants at the Central Depôts shall be forbidden.

Article 24.—No shop shall be kept by or on behalf of any proprietor or other person employed on an estate, either on the said estate or within three kilometres thereof.

Article 25.—No reward for capture shall be granted for the arrest of Indian immigrants in a state of desertion.

Article 26.—Whenever complaint of an infraction of the labour law is preferred either by an engagiste or an engagé and is prosecuted before the tribunals, the evidence of the complainant shall be taken on oath.

Article 27.—All the desiderata expressed in the above chapters shall be applicable to the Indians actually residing in the Colony.

Executed at St. Denis on the 20th of June, 1893.

J. W. P. MUIR-MACKENZIE,
Indian Civil Service,
On special duty.

Chapitre VI.

Dispositions diverses.

Article 19.—Les sujets anglais à la Réunion qui ne seront pas engagés en vertu de la loi sur le travail, seront soumis aux même contributions et taxes que celles imposées aux sujets français.

La taxe dite "taxe de permis de séjour" notamment sera abolie, en ce qui concerne les sujets anglais.

Article 20.—En ce qui concerne le vagabondage, la justification des moyens d'existence la régularisation de leur position, etc., etc., les immigrants indiens non retenus dans les liens d'un contrat de service, ne seront soumis qu'aux lois qui régissent les citoyens de la Réunion.

Article 21.—Une caisse d'épargne d'Etat sera instituée à la Réunion et ouverte aux immigrants indiens avec les facilités voulues pour leur permettre de déposer de petites sommes.

Article 22.—Une stricte application de la loi contre l'ivresse et spécialement des pénalités prévues contre les cantiniers servant des boissons à des hommes déjà ivres, sera recommandée.

Article 23. — Il sera interdit de vendre du rhum aux immigrants indiens dans les dépôts centraux.

Article 24.— Aucun propriétaire ou autre personne employée sur une propriété ne pourra tenir ou faire tenir pour son compte une boutique, soit sur la dite propriété, soit à trois kilométres de l'endroit.

Article 25.—Aucune prime de capture ne sera allouée pour l'arrestation des immigrants indiens en état de désertion.

Article 26.—Toutes les fois qu'une plainte pour infraction à la loi sur le travail sera portée soit par un engagiste, soit par un engagé, et qu'une poursuite aura lieu devant la jurisdiction répressive, le plaignant sera entendu sur a foi du serment.

Article 27.—Tous les désiderata exprimés dans les six présents chapitres seront applicables aux coolies indiens résidant actuellement dans la Colonie.

Fait à St. Denis, le 20 Juin 1893.

Accepté sous réserve de l'approbation du Gouvernement Central.

Le Gouverneur de la Réunion,
Ed: MANÉS

BENGAL SECRETARIAT
LIBRARY

APPENDICES

TO

REPORT.

APPENDIX A.

Réunion Exports.

Exportation de Sucre.

De 1827 à 1891.

Années.	Quantités en kil.	Années.	Quantités en kil.
1827	6.667.299	1860	68.469.081
1828	11.291.043	1861	61.961.697
1829	12.506.647	1862	61.564.111
1830	17.629.327	1863	47.800.763
1831	16.383.184	1864	40.100.289
1832	16.693.330	1865	44.876 958
1833	19.622.248	1866	48.401.053
1834	18.488.668	1867	36.000.440
1835	20.353 015	1868	39.732.507
1836	18.218.987	1869	40.712.075
1837	18.275.159	1870	20.216.827
1838	27.991 612	1871	28.401.395
1839	22.086.291	1872	39.084.997
1840	19.783.740	1873	25.644.520
1841	28.502.326	1874	38.944.128
1842	28.196.009	1875	32.176.135
1843	28.479.315	1876	35.449.650
1844	24.668.061	1877	34.212.957
1845	28.630.505	1878	40.380.000
1846	23.184.809	1879	24 640.421
1847	24.799.658	1880	20.813.321
1848	21.828.281	1881	28.008.464
1849	18.540.377	1882	34.576.466
1850	21.362.753	1883	32.232.101
1851	23.749.649	1884	40 577.932
1852	29.494.996	1885	36.245.913
1853	33.410.912	1886	31.847.149
1854	39.336.397	1887	35.069.027
1855	56.905.206	1888	30.420.792
1856	56.211.273	1889	26.236 260
1857	51.954 651	1890	37.440.608
1858	58.655.525	1891	35.304.785
1859	62.599.009		

Exportation des Vanilles.

Années.	Exportation en kilogrammes	Valeurs.
1872	12.805	220.854
1873	10.063	1.257.752
1874	20.981	1.810.154
1875	21.699	1.875.783
1876	27.759	1.669.269
1877	30.145	940 696
1878	24.730	820 857
1879	43.627	1.604.308
1880	18.838	436.408
1881	19.806	503.016
1882	28 015	996.998
1883	22.819	713.996
1884	45.113	1.555.676
1885	50 599	1.370.866
1886	50 140	1.690 415
1887	68.856	1.858,605
1888	67 911	1 128 744
1889	50.756	1.684.120
1890	56.231	1.667.578
1891	70 590	1.6 4.000

Exportation de Café.

Années.	Exportation en kilogrammes.	Valeurs.
1878	335.322	743.795
1879	466.101	840 673
1880	340.276	569.813
1881	584.180	845 651
1882	625.052	819.779
1883	578.673	734.999
1884	601.192	829 918
1885	240.273	349.103
1886	343.191	320.351
1887	174 979	282 935
1888	124 990	250 511
1889	161.671	369.727
1890	366.596	802 940
1891	311.124	623.000

Exportations diverses, effectuées en 1891.

Cacao	45	kilog.
Giroffe — Griffes	1,115	—
Giroffe — Clous	9,709	—
Muscade	142	—
Tabacs hâchés	27,619	—
Cigares	28,450	cigares.
Essences	13,229	kilog.
Rhum	1,389,909	litres.
Liqueurs	250	—
Tapioca et fécules	517,920	kilog.
Maïs	565	—
Légumes secs	13,926	—
Pommes de terre	649,224	—

APPENDIX B.

STATEMENT OF POPULATION IN RÉUNION

(Arrêté du 27 Mars 1888.)

Désignation des Communes.	CHEFS DE FAMILLE.		ENFANTS.		INDIVIDUS A GAGE OU AUTREMENT.																		Total.	Dénombrement de 1881.	1881.		Corps de troupe, Marins, Geôles et Prisons, Aliénés, Lépreserie Hospices, Maisons d'Éducation correctionnelles (Art. 7, § 2 de l'Arrêté).	Total général (colonnes 25 et 29).
					INDIENS.				MALGACHES.				CAFRES.				CHINOIS.				ARABES.									
	Hommes mariés ou célibataires.	Femmes mariées, veuves ou célibataires.	Garçons.	Filles.	Hommes au-dessus de 16 ans.	Hommes au-dessous de 16 ans.	Femmes au dessus de 16 ans.	Femmes au-dessous de 16 ans.	Hommes au-dessus de 16 ans.	Hommes au-dessous de 16 ans.	Femmes au-dessus de 16 ans.	Femmes au-dessous de 16 ans.	Hommes au-dessus de 16 ans.	Hommes au-dessous de 16 ans.	Femmes au-dessus de 16 ans.	Femmes au-dessous de 16 ans.	Hommes au-dessus de 16 ans.	Hommes au-dessous de 16 ans.	Femmes au-dessus de 16 ans.	Femmes au-dessous de 16 ans.	Hommes au-dessus de 16 ans.	Hommes au-dessous de 16 ans.	Femmes au-dessus de 16 ans.	Femmes au-dessous de 16 ans.			En plus.	En moins.		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Saint-Denis	4,969	6,500	5,469	5,878	1,504	410	536	317	622	149	306	169	693	142	277	121	196	32	5	11	36	23	3	...	28,388	29.240	723	1,580	1,647	30,035
Sainte-Marie	616	576	542	553	1,150	183	434	213	136	20	73	31	498	40	137	73	2	4	...	...	2	...	1	...	5,284	5,896	48	660	17	5,301
Sainte-Suzanne	809	779	739	678	1,346	225	419	207	206	43	83	50	291	46	55	21	10	...	...	...	..	...	...	...	6.007	6,383	190	566	24	6,031
Saint-André	1,387	1,382	1,427	1,450	1,347	244	492	238	142	18	38	11	482	32	111	27	8	1	1	...	5	1	...	...	8,844	9,062	108	326	25	8,869
Salazie	900	843	1,400	1.507	129	22	34	19	43	5	16	2	40	8	16	8	6	1	...	...	...	...	1	...	5,000	5,336	21	357	66	5,066
Bras-Panon	336	313	308	306	623	111	215	84	140	21	56	20	99	25	15	8	12	...	..	...	..	...	...	...	2,692	12,867	1,597	468	7	2,699
Saint-Benoit	1,841	1,831	1,880	1,973	1,353	253	534	229	263	24	97	30	614	73	180	84	28	2	1	4	9	1	...	...	11,304				33	11,337
Plaine des Palmistes	273	242	396	381	81	15	24	28	25	7	13	2	7	...	...	...	...	...	..	...	...	...	...	...	1,494	1.467	129	102	13	1,507
Sainte-Rose	619	431	448	452	306	54	95	26	179	...	28	1	183	6	34	9	7	2	4	1	2	...	..	.	2,887	3,107	198	418	24	2,911
Sainte-Paul (1)	5,096	5,217	4,498	4,308	2,133	477	792	479	653	102	305	103	843	98	157	58	81	19	14	8	37	9	7	7	25,501	28.258	1,246	4,003	172	25.673(1)
Saint-Leu	1,290	1,313	1,472	1,557	1,012	210	354	221	148	13	27	12	251	20	29	18	11	...	...	...	9	5	3	1	7,976	8,540	196	760	34	8,010
Saint-Louis	3,216	3,234	4,304	4.159	1,077	275	414	271	271	36	54	22	361	26	57	32	2	2	...	...	2	...	...	..	17,815	17,274	942	401	51	17,866
Saint-Pierre	4,177	4,322	4.813	4,851	1,642	443	592	373	601	116	249	136	1,327	167	352	160	44	8	...	...	21	...	...	...	24,394	27,448	1,522	1,539	224	24,618
Entre-Deux	584	587	860	814	50	21	16	10	18	5	7	6	35	5	13	5	1	...	...	...	...	...	...	...	3,037				5	3,042
Saint-Joseph	1,685	1,708	2,314	2,154	246	101	108	85	126	22	35	17	248	21	39	16	6	...	2	...	10	2	2	1	8.948	9,348	473	873	23	8.971
Saint-Philippe	424	382	385	374	175	9	60	8	74	...	5	2	29	...	4	...	4	...	...	...	...	...	...	...	1,932	2,428	7	503	13	1,945
Totaux	28,222	29,660	31,253	31,395	14,174	3,053	5,139	2,808	3,647	581	1,392	614	6,001	709	1,476	640	415	71	27	24	133	41	17	9	161,503	166,654	7,405	12,556	2,378	163,88

(1) NOTA.—Par suite de la separation de la Possession de la commune de Saint-Paul et de son érection en Commune distincte, le chiffre de la population respective de chacune de ces Communes a été fixé comme suit, par Arrêté du 14 Octobre 1890 :—

Saint-Paul . .	19,661
Possession . .	6,012
	25,673

APPENDIX C.
SERVICE DE L'IMMIGRATION.

Tableau des Immigrants par Nationalité.
Année 1891.

Designation par Nature des Etablissements.	Nationalité.										Total par Atelier.					Observations.
	Indiens.					Africains.										
	Hommes.	Femmes.	Enfants au-dessous de dix ans.		Total.	Hommes.	Femmes.	Enfants au-dessous de dix ans.		Total.	Hommes.	Femmes.	Enfants au-dessous de dix ans.		Total.	
			Garçons.	Filles.				Garçons	Filles.				Garçons.	Filles.		
Sucriers	5,867	2,334	983	927	10,121	4,072	609	279	245	5,205	9,939	2,943	1,262	1,172	15,326	Non valeurs à ajouter:— Orphelins, matricule spéciale . 253; Vieillards, infirmes, dispensés d'engagements . 256; Vagabonds, déserteurs, condamnés . 1,262 } 1,771
Grands Planteurs	2,175	823	343	315	3,656	2,412	715	324	182	3,533	4,587	1,538	567	497	7,189	
Petite culture et domesticité . .	5,129	2,127	1,016	932	9,204	3,670	1,071	543	467	5,751	8,799	3,198	1,559	1,399	14,955	
Total général .	13,171	5,284	2,342	2,174	22,981	10,154	2,395	1,046	894	14,489	23,825	9,679	2,388	3,068	37,470	

APPENDIX D.

	Men.	Women.	Children under 10.	Population.	Deaths.	Per mille.	Births.	Per mille.	Marriages.	Per mille.
1887 . . .	14,351	5,052	6,358	25,801	887	34	636	25	57	2 2
1888 . . .	13,369	4,698	6,934	25,001	587	23	526	21	85	3·4
1889 . . .	12,686	4,534	7,520	24,740	604	24	609	24	...	...
1890 . . .	11,883	4,324	7,539	23,696	771	32	283	12	65	2·7
1891 . . .	10,913	4,140	7,879	22,932	894	39	505	22	51	2 2
	...	...	...	.....	.....	31	...	21	258	2·1

APPENDIX E.

Extrait du Compte rendu sur la Visite de Mr. Mackenzie, Délegué du Gouvernement de l'Inde, sur quelques propriétés.

Syndicats et Sous-Syndicats	Effectif général des Immigrants de toutes Castes.	Noms des "Propriétés" ou "Etablissements."	Effectif des Indiens sur les Propriétés.				Total.	Hôpital.			Observations.
			Hommes.	Femmes.	Garçons.	Filles.		Nombre de lits.	Nombre de malades le jour de l'inspection.	Mortalité en 1892.	
Saint Denis	4,086	"Rivière des Pluies"	90	31	13	11	145	8	...	3	
Ditto	...	"Bretagne"	87	23	1	14	125	...	...	... *	* L'hôpital de la "Rivière des Pluies" sert à l'Etablissement la "Bretagne."
Ditto	...	"Chaudron"	77	42	...	7	126	7	5	2	
Sainte Marie	2,973	"Rivière des Pluies"	99	72	21	20	212	14	14	1	
Ditto	...	"Flacourt"	77	26	6	4	113	10	9	4	
Sainte Suzanne	2,445	"Claverie et Viesarieg"	31	8	4	5	48	3	...	1	
Ditto	...	"Bagatelle"	218	81	23	29	351	17	12	11	
Saint André	2,660	"Bois Rouge"	140	74	40	20	274	8	5	18	
Ditto	...	"Colosse"	39	23	17	29	108	4	1	6	
Ditto	...	"Rivière du Mât"	284	85	55	46	470	6	27	22	
Ditto	...	"Ravine Creuse"	142	57	21	19	239	31	26	18	
Saint Benoit (Bras Panon)	5,556	"Union"	210	79	68	56	413	4	30	13	
Ditto (St. Rose)	...	"Ravine Glissante"	121	53	21	36	231	6	9	20	
Ditto (St. Rose)	...	"Rivière de l'Est."	61	18	7	9	95	9	7	8	
Saint Pierre	6013	"Les Casernes"	151	60	53	46	310	20	21	12	
Ditto	...	"Folie"	55	18	4	6	83	4	3	3	
Ditto	...	"Grand Bois"	74	44	19	16	153	4	3	3	
Saint Louis	2,428	"Le Gol"	212	63	26	46	347	17	12	5	
Ditto	...	"Les Avirons"	54	26	9	13	102	8	28	5	
Saint Leu	2,140	"Le Pertail"	75	46	27	33	181	18	6	1	
Saint Paul	4,555	"Vue Belle"	146	52	20	32	250	14	9	3	
Ditto	...	"Bernica"	167	60	5	10	242	12	6	3	
Ditto	...	"Bellemene"	159	64	24	18	269	12	6	3	
Ditto (Possession)	...	"Ste. Thérèse"	55	24	20	12	111	6	2 †	2	† L'hôpital St. Paul.
		Totaux	2,824	1,133	504	537	4,998	212	241	167	

St. DENIS,
Le 10 Juin 1893.

F. MALCOR,
Le Protecteur,
Chef du Service de l'Immigration.

APPENDIX F.

Note recorded by employers respecting the proposed abolition of the "journées de remploi."

Les propriétaires de la Colonie pensent qu'il serait utile, autant dans l'intérêt des engagistes que dans celui des engagés, qu'un article de la législation sur le travail permit de mettre un frein aux absences illégales.

En Europe, lorsqu'un ouvrier s'absente trop fréquemment, on le congédie, parce qu'on est assuré de le remplacer facilement. L'ouvrier congédie, s'il ne trouve pas immédiatement un autre emploi, ce qui est le cas le plus général, souffre du froid, de la faim, de la cherté des vivres, etc., etc.

D'après l'article 13 du projet, dont Mr. Mackenzie a bien voulu donner lecture à un groupe de propriétaires, l'Indien, engagé pour trois années, aurait le droit de s'absenter à sa convenance et sans qu'il put lui être réclamé des journées de remploi.

3. Les propriétaires ont fait observer à Mr. Mackenzie qu'il leur en coûte des frais assez élevés, pour introduire dans la Colonie des travailleurs de l'Inde; frais de recrûtement, rechanges nourriture aux dépôts frais de passage, etc. Que, s'ils ont insisté pour obtenir que la durée du premier contrat fut au moins de trois années c'est précisément dans le but d'amortir ces frais d'introduction.

4. Que si l'engagé a le droit de s'absenter, sans être tenu de réparer le dommage qu'il cause à son propriétaire par son absence et si les journées d'absence sont nombreuses, le propriétaire se trouve avoir exposé une forte somme pour un faible travail.

5 Que dans cette Colonie, les conditions de l'existence sont si faciles, si peu onéreuses, que l'engagé indien disposé à la paresse, pourrait s'absenter sans aucun dommage pour lui en sorte que le contrat d'engagement lui créerait une position priviligiée par rapport au travailleur libre d'Europe plus qu'ici, le propriétaire n'a pas la faculté de congédier son engagé ; qui, ce renvoi, s'il pourrait avoir lieu, ne serait pas une peine pour le travailleur, mais, qu'il serait onéreux pour le propriétaire qui perdrait les sommes exposées pour l'introduction de l'ouvrier.

6. Qu'il est vrai que l'engagé pris en état de vagabondage peut-être condamné par les tribunaux, en vertu des lois qui régissent les rigmoles, mais ne voudrait-il pas mieux prendre des dispositions spéciales pour créer un obstacle aux absences illégales, que d'éxposer l'engagé aux sévérités de la loi sur le vagabondage ; que si, au contraire, l'engagé est détourné de ces devoirs par un voisin peu scrupuleux, il peut échapper aux investigations de la Police et alors le dommage est complet pour l'engagiste.

7. Il faut encore observer que la plupart du temps l'engagé s'absente pour aller boire ou jouer, et qu'ainsi le droit qu'il a de s'absenter est un véritable obstacle pargne.

8. Les propriétaires attirent donc d'une façon toute spécial' l'attention de Mr. Mackenzie sur les diverses considérations qui viennent d'être développées, ils rappellent que, dans la Réglementation approuvée par la Commission mixte qui a siégé vers 1882 au Ministère des Affaires Etrangères à Paris, des pénalites avaient été prévus, pour les cas d'absences illégales ; que si le Gouvernement de l'Inde repousse absolument les journées de remploi, on pourrait peut-être en revenir à ce qu' on a appelé la compure double, laquelle croient ils, actuellement appliquée à l 'Ile Maurice. Dans ce système une journée d'absence illégale comporterait la suppression des vivres et des salaires pour cette journée et la' des salaires seulement d'une journée de travail, à titre de dommages intérêts pour le propriétaire que si on trouve cette retenue trop élevée, on ce que paraitre entierait tout débat, entre l'engagiste et l'engagé, la fixera forfait à 0 25 ou 0 30 c.

Cette proposition est faite par les propriétaires, comme il a été exposé plus haut, dans le but d'intérêt commune ils s'en rapportent entièrement à l' 'examen bienveillant qui sera fait par le Gouvernement de l'Inde, des observations qu'ils viennent de présenter.

Ils ne doutent pas cependant que, dans la pratique une difficulté sériesse ne surgira, parcequ'ils comptent qu' un meilleur recrutement opéré dans condition, suggérés par Mr. Mackenzie peuplera leurs ateliers de bons travailleurs, observations de leur devoirs.

APPENDIX G.

Memorandum on French Nationality Law of June 26th, 1889.

Under Article 1 of the law, article 8 of the Code Civile is modified as follows, and the persons indicated below are French :—

Section 1.—Every child born of a Frenchman in France or abroad.

Section 2.—Every individual born in France of unknown parents or whose nationality is unknown.

Section 3.—Every individual born in France of a foreigner, who was himself born there.

Section 4.—Every person born in France of a foreigner and who at the time of reaching his majority is domiciled in France, unless within the year following his majority he declines his nationality.

In Section 9 of Article 1 of the law are found provisions as to cases where the domicile is not properly acquired.

By Article 2 the law is made applicable to Réunion.

Article 6 repeals all provisions contrary to the law in question.

All children of Indians, therefore, are at the age of 21 French, unless they claim British nationality in their 21st year, and in either case are exempt from enforced engagement: (*a*) as being French citizens or (*b*) as being erased from the immigration lists under Article 2 of the Decree of March 31st, 1881.

Article 2 of Decree of March 31st, 1881.

It is only necessary therefore to prove the age of the Indian.

As regards births, they should, Article 82 of the labour law, be reported by the engagiste to the Syndic eight days after the event. In regular course the birth should then be reported to the Maire, and the entry made on the Matricule Syndicale and thence on the Matricule Générale at St. Denis.

If this is done, the age can be legally proved and the exemption claimed and granted, but the law is rarely carried out.

The birth is not declared and the child remains an "enfant inconnu."

Arrived at the age of ten they are liable to engagement, as the Syndic fixes an "approximate age" which is sufficient to compel them to engage, but when quoted eleven years afterwards as a proof that the children are of age the approximate age is disallowed, and the Indian is called up to prove—

Article 20 of Labour Law.

(1) That he was born in Réunion.

(2) That he is of age by means of a "Conseil de famille," and all sorts of impediments are put in his way.

If his birth has not been declared that is not the Indian's fault, but the fault of a badly administered law, and the Indian should not suffer for it.

Moreover, the remedy exists under the law, for he is an enfant "inconnu," and as such French, but even this is not admitted, and every obstruction is put in his way by Engagiste, Syndic and Judges.

Article 1, Section 2.

Children of the second generation.—Such are French de naissance, even if only one parent has been born in France, and in my opinion should not be engaged at all; they are not "Immigrants."

Article 1, Section 3.
Affair Hers. Cour d'Appel de Paris, June 2nd, 1891.

All dispositions contrary to the Nationality law are repealed by the law Such repeal, however, would only affect such parts of a decree or law as were at variance with the special law, the remainder of the law standing in its entirety.

See Article 2 of Decree of March 31st, 1880.
Article 6.

Thus, the first part of Article 2 of the Decree of March 31st, 1881, defining, "immigrants" stands, but the second paragraph falls in part, inasmuch as the children of "immigrants" born in the colony are thereby declared to be immigrants, whereas by the Nationality Law they are declared to be French, and the previous paragraph of the Decree declares "immigrants" to be Asiatic or African labourers.

It is a very open question whether, strictly speaking, the children even of the first generation can be compelled to engage. It can hardly be doubted that the forced engagement of

children of the second generation who are "Français de naissance" are irrevocably so under the second paragraph of Article 2 of the Decree is absolutely illegal.

St Luc Indians.

The administration, however, contend otherwise, and regularly force them to engage.

C. W. BENNETT,
Her Majesty's Consul.

12th June 1889.

P. S.—The taking by the father of a "permis de séjour" frees the holder, his wife, and children, legitimate, and "reconnus" from all obligation to engage or to re-engage, and the children would thus *de facto* acquire full French nationality.

Article 124 of Labour law.

This is a further argument in support of my view, and no doubt to a certain extent is the cause of so few "permis" being issued.

C. W. BENNETT.

APPENDIX I.

No. 17, dated Réunion, the 18th June 1883.

From—C. W. BENNETT, ESQ., *Her Majesty's Consul at Réunion,*
To—Her Majesty's Secretary of State for Foreign Affairs.

With reference to my despatch No 16 of the 10th instant, I now have the honour to send to your Lordship the following remarks upon the state of the Indian coolies in Réunion engaged under contract in connexion with the recent tour of inspection of estates, depôts, syndicates, etc., made by Mr Muir-Mackenzie and myself in company with the Protector of Immigrants.

I propose to divide this report into two parts,—the first describing the actual treatment of the Indian, the advantages and disadvantages of his present position, the amount of protection he now enjoys, the abuses of system and its general effects upon the Indian's character and standing; and the second part showing how under new conditions, which are in principle accepted by the local administration, his position may be vastly improved.

PART I.—There can be no doubt whatever that since the visit of the International Commission in 1877, the position of the Indian coolies has very much changed for the better as regards rations, payment of wages and general treatment.

1. *Rations.*—Complaints of bad rations were never met with, and on only one estate were any remarks made as to short rations, and this was at once remedied by the proprietor's agent on the suggestion of the Syndic, who was in attendance, and it is only fair to add that the agent, a new man, was not aware of the short delivery, although he ought to have been.

This is quite borne out by the fact of complaints of bad or short rations being very rarely preferred at the Consulate.

2. *Work.*—The work in the fields is of two kinds, day and task work.

Concerning day work there were no complaints.

The Indian, as a rule, prefers task work and where the nature of the operation permits of it, task work is usually given.

It is optional for the Indian, however, to decline task work and to do his full day's toil if he thinks the "tâche" too hard.

The "tâche" naturally varies according to the nature of the soil, and when the task is a fair one, the Indian finishes it at about 3 P.M., or even earlier.

The remainder of the day is then at his own disposal.

The "tâche," however, is not given to the whole band and a headman made responsible for its being done; but each man has to do a certain specified amount of work; so that the strong finish first and the weakly ones come in about four, five or even six P.M.

Complaints of overwork on the task system are frequent; but I do not think that as a rule Indians are overworked, and they have the remedy in their own hands by refusing task work.

The Indian naturally desires to have the task set him as easy as possible, and what may be a fair task to-day may be a hard one to-morrow, in consequence of a night's rain having completely changed the working condition.

On many estates the task is provisionally set in the morning and increased or diminished according to the result of the first hour's work.

On one estate we found a morning "corvée" lasting until eight exacted from the men before the full day's task work commenced.

This, however, was at once put a stop to.

It also frequently happens that an Indian apparently well and strong engages for the "grande bande," receiving the full bounty, larger than that granted to men who engage in the "petite bande," and a higher rate of wages. He does his full work for a month or so and then fails owing to weakness.

He has then either to quit the "grande bande" and go out with the "petite bande," who do lighter work at a lower rate of wages, a medical certificate of his being unable to do the harder work being first procured, or to have his engagement cancelled, or to work on the "grande bande" and have his wages constantly cut under Article 68 of the Labour Law, under which a man receives nothing in case he has only done half of his task or less, and only half a day's pay if he has accomplished more than half and less than two-thirds of the work set him.

These deductions are rigorously exacted on all estates and give rise to many complaints; but, as stated above, the remedy lies, to a great extent, in the man's own hands.

Over-work is not obligatory, and when performed voluntarily is paid extra, and we were unable to discover that it was paid in liquor.

A glass of rum, however, was frequently offered as an extra inducement to work.

An occasional drink, however, probably does no harm, although it may not do any good, after a day's work in the rain, and can hardly be the cause of a tendency to drunkenness.

On many of the large estates the men are not generally sent to macadam for offences against the Labour Law: the planters are beginning to see that it is not to their interest to lose their labourer for ten or fifteen days and at the end of the original term claim a corresponding number of extra days, which are grudgingly and ill-humouredly put in by the engagé

(*a*) *Macadam.*—On others, however, large and small, it appears to be more or less of a practice to send a man to macadam for a trivial offence, and with a deliberate intention of using the extra days of service thereby due to the engagiste as a lever to force the man to re-engage.

The careless, easy-going method in which this is done is explained in the inclosures in my despatch No. 15 of the 8th instant.

I regret that on some estates, and particularly upon one owned by a Mr. Pirame, a gentleman of colour, and a most unfit man to be an engagiste, we found only too much evidence that the power was at times unscrupulously abused.

(*b*) *Journées de remploi.*—The engagé having put in the requisite number of days in the *atelier de discipline*, say two months, his engagement being about to expire by time, the engagiste sends for him and offers to let him off his extra days if he will re-engage, a bait of a big bounty is dangled before him and the Indian re-engages.

If he does not yield a charge against him can be easily found under the extremely vague terms of Article 164 of the Labour Law, and an extra dose of macadam is judiciously administered in order to induce a more agreeable frame of mind.

The process continues until engagiste or engagé is tired of further resistance.

3. *Camps.*—The Indian camps may be divided into three classes, (*a*) One consisting of stone buildings round a hollow square or in regular rows; (*b*) detached huts generally of wood or bamboo, both walls and roofs being thatched and arranged in regular order; and (*c*) the camp which has sprung up anyhow, each engagé building where and how he pleases.

The second is eminently preferable on account of health, cleanliness, and order. In almost all cases they are supplied with excellent drinking water laid on in pipes and brought at times from a very considerable distance.

In only one instance was any complaint made as to want of water. Although this was in a very dry part of the island, the matter was already engaging the attention of the proprietor and he promised to have the fault at once remedied.

The camps were all particularly free from odour; but animals, pigs, cows, goats, etc., were too close to the dwelling-houses, there is no central yard for camp animals, and, as a general rule, the camps were not kept clean and swept by daily or even weekly scavengering.

There were, however, one or two exceptions where, except as to animals, the camps were quite up to the mark.

Facilities are everywhere given to Indians to keep live-stock and to cultivate land, which is to be had for the asking, if not, as in many cases, actually allotted to each hut.

The houses themselves naturally vary, and if in many camps we found houses which were a source of pleasure to us and of pride to the owner, in a few cases we were compelled to say that the accommodation provided was hardly good enough for cattle.

Much of course depends upon the proprietor, but still more upon the energy of the Protector and syndics.

4. *Hospitals*—Were found to be of all kinds and degrees: very good, good, indifferent, bad and absolutely wanting.

Many of the provisions of the Labour Law and of the Decree of 1881 concerning hospitals have never been carried out.

Arrangements have mainly been left to the proprietors' own initiative, and it is impossible to believe that some of the most inadequately equipped rooms or sheds which we found used as hospitals were ever certified as fit and proper buildings under section 76 of the Decree.

Although much had been done in the way of buying new beds and new linen, and painting walls in view of Mr. Muir-Mackenzie's visit, it must be emphatically recorded that outside of ten or a dozen establishments, hospital arrangements are very bad, and that in nearly all cases the medical visit is not sufficiently frequent: the supply of medicines, on the other hand, was in every case sufficient, and medical prescriptions appeared to be carefully carried out.

Protectorate.—Under Article 7 of the Decree of March 31st, 1881, the Protector is called

upon to personally visit at least once a year all establishments upon which Indians are engaged, and to inspect hospitals, camps, etc.

We had ample proof on our rounds that he never did so Many proprietors were personally unknown to him, and he had to avail himself of my services to learn where certain estates, which I had placed amongst those I desired Mr. Muir-Mackenzie to visit, were situated.

His personal knowledge of the condition of the Indians on the establishment was therefore practically *nil*.

I thought it more delicate not to assist at Mr. Muir-Mackenzie's inquiry into the Protectorate, but I understand from him that the state of the archives there, and especially of the most important "Matricule Générale," is lamentable.

Syndicates.—Following the example of their chief, the *Syndics* have displayed no interest in the protection of the Indian: registers of correspondence and of complaints were either altogether absent or most imperfectly kept.

A general apathy and indolence prevailed as regards everything but the collection of taxes, and the whole system was characterized by a total want of supervision and guidance on the part of the Protector.

Depôts.—The depôt colonial at St. Denis is a fairly good building, and with a little extra expenditure might be rendered perfectly adequate for the uses it is put to.

The depôts communaux, however, are dreadful dens, being sometimes, as at St. Paul, actually part of the local prison. They are useless and should be done away with, and not used, as at present, as a refuge for old and worn-out Indians.

Local Hospitals.—The local hospitals to which engagés are sometimes sent when their engagiste has no hospital on the estate, or in grave cases even when he has, are well kept, clean and wholesome, and the sick are well nursed and cared for by Sisters of Charity.

Some of them are perhaps rather crowded, but with the exception of that at St. Benoit they were worthy of praise.

Bounties.—I have on more than one occasion had the honour to point out to your Lordship the bad effect of bounties on re-engagements. Tempted by the chance of handling a large sum of money, the Indian re-engages and the hundred or two hundred francs is paid to him in cash.

The same day he gets drunk, and before many hours elapse, all his money is wasted or stolen from him, and he begins his engagement with a debt of unearned bounty which binds him hand and foot to his engagiste. This evil has been very clearly brought out during our tour of inspection.

Social Condition.—There can be no doubt that many of the engagés have made money and profitably invested it in stock or other ways, and that their lot is a happy one; but I very much doubt whether it can be said that the general run of Indians here are in any way more advanced in morals than they were in their native villages.

As regards social position the lot of the Indian is a more cheerful one. He may have many petty worries, be subjected to harassing police regulations, but his material status is bettered.

There can be no doubt that as regards the women the moral standard is very low; there is little or no education of the cooly's children, and the men, if not actually tempted to drink, are left entirely to themselves in the matter. Drunkenness is without doubt lamentably common, and a far too large proportion of the cooly's wages goes to fill the pockets of the neighbouring 'boutiquier" and to swelling the local budget.

On many of the large estates, however, matters are not so bad, and with a little care and interest on the part of the proprietors, backed by a strong liquor law, this great evil may be met and coped with.

It would be unjust to condemn the Réunion planters as a whole on charges of ill-treatment and neglect of Indians.

They have never had—but that is not our fault—a fair chance of showing what they can do with a good protective service.

If the protectorate in a British colony, Mauritius for example, were so important as it is here, I very much doubt whether the Indian would be much better treated. If we can bring the bad proprietors—and they are not numerous—up to the level of the good ones by means of an efficient protective service, there can be no doubt in my mind that the engaged Indian's social, material and moral condition will be a much higher and a much brighter one.

If so much has been done without a protectorate, we may confidently hope for a large measure of improvement with it

I have always entertained this view in connection with eventual complete freedom of the Indian, and I can now urge it all the more strongly as until a few days since I was quite unaware the protective system was so lamentably weak.

No doubt even to-day, with the measure of protection utterly inadequate as it unhappily is, a far better state of things would have been secured if the proprietors had allowed their interest to extend more frequently to something beyond his labourer's mere capacity as a workman.

With rare exceptions, however, the proprietor meets any suggestions for the "moralization" of the Indian with a contemptuous shrug of the shoulders.

To restrain drink, to regulate relations with women, and to promote education, the Government must interfere. That course has not been taken by the Government as fully as is desirable up to the present.

It would not be fair to impute all the blame of this want of action to the proprietors, but it reflects all the more credit upon those few who, unaided by Government, have tried to tackle the difficulty.

Having now attempted to clearly place before your Lordship the main advantages and disadvantages of the Indian's present status, I will endeavour to point out how Mr.-Muir Mackenzie, with fullest consultation with me, has endeavoured to meet the objection I have pointed out.

PART II.—In all his negotiations with M. Manès, and with planters and others, Mr. Muir-Mackenzie has been most thoughtfully careful to treat me with the utmost frankness and courtesy.

Adding upon his instructions from the Government of India, he has particularly directed his attention to the following special points :—

(1). To prevent improper persons from having engagés.

(2). To secure an adequate means of protection for all engagés by means of a properly equipped and manned protectorate.

(3). To render the Indian, whilst under-engagement, as free as possible from all vexatious police proceedings, and when his term of initial engagement is over to leave him absolutely free to re-engage or to reside as a free Indian subject to no taxation or police regulations not applicable to Creoles.

(4). To render the Indian an absolutely free resident within a limited time.

(5). To remedy the drink evil.

The great difficulty in all the negotiations, which have been carried on with great delicacy and patience by Mr. Muir-Mackenzie, was to secure the result hoped for from the "droit du visite" without actually demanding it or unduly casting doubt upon the loyalty of the Administration by asking for largely increased powers to be granted to Her Majesty's Consul.

Between the "amour propre" of the Creole and the exigencies of the Consulate lay a very narrow and tortuous channel, upon whose rocks more than once there was danger of his vessel being wrecked

But finally the document of which I have the honour to inclose a copy was accepted by M. Manès as a basis for further negotiation to be carried on in London, Calcutta and Paris, subject always to the judgment of the Governments of Her Majesty, India, and France.

It is a compromise, but in my opinion provides entirely or in a very great measure for the remedy of all the abuses now prevailing.

It would unnecessarily tire your Lordship to give a lengthy account of all the steps which resulted in the production of this agreement Mr. Muir-Mackenzie, who is more fully qualified than I am to do so, will no doubt report fully to the Government of India on that head, and explain how hard a fight he had for this point and that, and how it was found absolutely necessary to yield one small point to secure the concession of another.

Everything depends upon the protectorate.

The present Protector must go, and his place be taken by a Frenchman of character and determination, who must be a "Chef d'Administration."

If, as now, he is only a "Chef de Service," depending upon the Governor, no matter what his character may be, the protectorate will not be real and efficient.

The Syndics must be under his immediate orders and responsible to him alone. The establishment must be well paid and all immigration charges must be placed amongst the "dépenses obligatoires" of the colony.

The requirements are most essential to the success of the scheme, and unless they are accepted in every particular, I must respectfully record my opinion that emigration to Réunion under contract should not be renewed.

The complete abolition of the penal labour law might however justify, even if these conditions are not accepted, a tentative scheme of entirely free Indian labour, or free labour and contract labour might go on side by side, even when the strong protectorate is established.

The strong and independent protectorate granted, the success of the scheme as drafted is, I believe, assured, and it matters little what the other provisions are.

Nevertheless, very valuable concessions have been obtained, bearing upon domestic service and hawking, which have put an end to the abolition of *journées de remploi*, which will take away nearly all the inducement of sending men to macadam, the abolition of all taxes on Indians, except those paid by Creoles, restrictions on the sale of drink, a raising of the age of children's engagements and free industrial residence after the expiration of a first engagement.

These conditions may perhaps be made even more favourable in Paris, but I am convinced that no better ones can be obtained from the local Government.

APPENDIX J.

CONVENTION

BETWEEN

HER MAJESTY AND THE EMPEROR OF THE FRENCH, RELATIVE TO THE EMIGRATION OF LABOURERS FROM INDIA TO THE FRENCH COLONIES; WITH AN ADDITIONAL ARTICLE THERETO ANNEXED.

Signed at Paris, July 1, 1861.

[*Ratifications exchanged at Paris, July 30th, 1861.*]

His Majesty the Emperor of the French having made known, by a declaration dated this day (1st July 1861), his resolution to put an end to the recruitment upon the coast of Africa of Negro labourers by means of redemption; and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland desiring, in consequence, to facilitate the immigration of free labourers into the French Colonies, their said Majesties have resolved to conclude a Convention destined to regulate the recruitment of such labourers in the British territories in India. For this purpose they have named as their Plenipotentiaries:—

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Most Honourable Henry Richard Charles, Earl Cowley, Her Majesty's Ambassador Extraordinary and Plenipotentiary to the Emperor of the French;

And His Majesty the Emperor of the French, M. Edouard Antonie Thouvenel, Senator, His Minister and Secretary of State for the Department of Foreign Affairs;

Who, after having communicated to each other their respective full powers, found in due form, have agreed upon the following Articles:—

ARTICLE I.

The French Government shall be at liberty to recruit and engage labourers for the French Colonies in the Indian territories belonging to Great Britain, and to embark emigrants, being subjects of Her Britannic Majesty, either in British or French ports in India, under the conditions hereinafter stipulated.

ARTICLE II.

The French Government shall entrust the direction of its operations in every centre of recruitment to an Agent chosen by itself.

Those Agents must be approved by the British Government. Such approval is assimilated, with regard to the right of granting and withdrawal, to the exequatur given to Consular Agents.

ARTICLE III.

The aforesaid recruitment shall be effected conformably to the laws and regulations which now exist, or may hereafter be established, for the recruitment of labourers for British Colonies.

ARTICLE IV.

The French Agent shall, with regard to the operations of recruitment which are entrusted to him, enjoy for himself and for the persons whom he may employ, all the facilities and advantages afforded to the Recruiting Agents for British Colonies.

ARTICLE V.

The Government of Her Britannic Majesty shall appoint in those British ports where emigrants may be embarked, an Agent who shall be specially charged with the care of their interests.

In French ports the same duty with regard to Indian subjects of Her Britannic Majesty shall be confided to the British Consular Agent.

Under the term "Consular Agents" are comprised Consuls, Vice-Consuls, and all other commissioned Consular officers—

ARTICLE VI.

No emigrant shall be embarked unless the Agent described in the preceding Article shall have been enabled to satisfy himself, either that the emigrant is not a British subject or, if a British subject, that his engagement is voluntary, that he has a perfect knowledge of the nature of his contract, of the place of his destination, of the probable length of his voyage, and of the different advantages connected with his engagement.

ARTICLE VII.

The contracts of service, with the exception provided for by section 4 of Article IX, and by section 2 of Article X, shall be made in India, and shall either bind the emigrant to serve a person designated by name, or to serve a person to whom he shall be allotted by the proper authority on his arrival in the Colony.

ARTICLE VIII.

The contracts shall, morever, make stipulation for:—

1. The duration of the engagement, at the expiration of which the emigrant shall receive a return-passage to India at the expense of the French Government, and the terms on which it will be competent to him to renounce his right to a free return-passage.

2. The number of days and hours of work.

3. The wages and rations, as well as the rate of payment for extra work, and all the advantages promised to the emigrant.

4. Gratuitous medical treatment for the emigrant, except in cases where, in the opinion of the proper Government officer, his illness shall have arisen from his own misconduct.

In every contract of engagement there shall be inserted an exact copy of Articles IX, X, XX and XXI of the present Convention.

ARTICLE IX.

1. The duration of the immigrant's engagement shall not be more than five years.

In case, however, he shall be duly proved to have absented himself from work, he shall be bound to serve a number of days equal to the time of his absence

2. At the expiration of that period every Indian who shall have attained the age of ten years at the time of his departure from India shall be entitled to a return-passage at the expense of the French Government.

3. If he can show that his conduct has been regular, and that he has the means of subsistence, he may be allowed to reside in the Colony without any engagement, but from that time he will lose his right to a free return-passage.

4. If he consents to contract a new engagement, he will be entitled to a bounty, and will retain his right to a return-passage at the expiration of such second engagement.

The right of the immigrant to a return-passage extends to his wife, and to his children who quitted India under the age of ten years, as well as to those born in the Colonies.

ARTICLE X.

The immigrant shall not be bound to work more than six days in seven, nor more than nine hours-and-a-half a day.

The conditions of task-work and every other kind of regulation for work, shall be freely arranged with the labourer. The obligation to provide, on holidays, for the care of animals and the necessities of daily life shall not be considered as work.

ARTICLE XI.

In British ports, the arrangements which precede the departure of the emigrants shall be conformable to those prescribed by the regulations for the British Colonies.

In French ports, the Emigration Agent or his Deputies shall, on the departure of every emigrant ship, deliver to the British Consular Agent a nominal list of the emigrants who are subjects of Her Britannic Majesty, with a description of their persons, and shall also communicate to him the contracts of which he may require copies. In such case only one copy shall be given of all contracts of which the provisions are identical.

ARTICLE XII.

In the ports of embarkation the emigrants who are subjects of Her Britannic Majesty shall be at liberty, conforming to the regulations of police relative to such establishments, to leave the depôts or other place in which they may be lodged, in order to communicate with the British Agents, who, on their part, may, at any reasonable hour, visit the places in which the emigrants, subjectsof Her Britannic Majesty, are collected or lodged.

ARTICLE XIII.

Emigrants may leave India for the Colonies to the east of the Cape of Good Hope at all times of the year.

For other Colonies, they may leave only from the 1st of August to the 15th of March. [*] This arrangement applies only to sailing vessels; vessels using steam-power may leave at any time of the year.

Every emigrant sailing from India for the Antilles between the 1st of March and the 15th of September shall receive at least one double blanket over and above the clothing usually allowed to him, and may make use of it so long as the vessel is outside of the tropics.

ARTICLE XIV.

Every emigrant vessel must carry a European Surgeon and an Interpreter.

The Captains of emigrant vessels shall be bound to take charge of any dispatch which may be delivered to them by the British Agent at the port of embarkation for the British Consular Agent at the port of destination, and to deliver it to the Colonial Government immediately after his arrival.

ARTICLE XV.

In every vessel employed for the conveyance of emigrants, subjects of Her Britannic Majesty, the emigrants shall occupy either between decks or in cabins on the upper deck, firmly secured and entirly covered in, a space devoted to their exclusive use. Such cabins and space between decks shall in every part have a height of not less than one mètre sixty-five centimètres French measure (1·65 m.), or five feet and a half (5½ feet) English measure.

No compartment shall take more than one adult emigrant for every cubic space of two mètres (2 m.) French measure, or seventy-two feet (72 feet) English measure, in the Presidency of Bengal and at Chandernagore; and for every cubic space of one mètre seven hundred decimètres French measure, or sixty feet English measure, in other French ports and in the Presidencies of Bombay and Madras.

An emigrant above the age of ten years shall count as an adult, and two children from one to ten years of age shall count as one adult.

A place shall be fitted up for a hospital in every emigrant ship.

Women and children shall occupy compartments of the vessel distinct and separate from those of the men.

ARTICLE XVI.

Each shipment of emigrants shall include a proportion of women, equal to at least one-fourth of the number of men. After the expiration of three years, the numerical proportion of women shall be raised to one-third; after two years more, it shall be raised to one-half; and after a further period of two years, the proportion shall be the same as may be fixed for the British Colonies.

ARTICLE XVII.

The British Agents, at the embarkation, shall have, at all reasonable times, the right of access to every part of the ship which is appropriated to the use of emigrants.

ARTICLE XVIII.

The Governors of the French Establishments in India shall make such administrative regulations as may be necessary to ensure the complete execution of the preceding stipulations.

[*] These dates were subsequently altered to the 15th July and the 1st March by a Declaration exchanged between the British and French Governments on the 5th November 1872.

ARTICLE XIX.

On the arrival of an emigrant ship in any French Colony, the Government shall cause to be transmitted to the British Consular Agent any dispatches which it may have received for him, together with —

(1). A nominal list of all labourers disembarked, who are subjects of Her Britannic Majesty.

(2). A list of the deaths or births which may have taken place during the voyage.

The Colonial Government shall take the necessary measures to enable the British Consular Agent to communicate with the emigrants before their distribution in the Colony.

A copy of the list of distribution shall be delivered to the Consular Agent.

He shall be informed of all deaths and births which may occur during the period of engagement, as well as of all changes of employer, and of all departures on a return passage.

Every fresh engagement, or act of renunciation of the right to a free return-passage, shall be communicated to the Consular Agent.

ARTICLE XX.

All immigrants, being subjects of Her Britannic Majesty, shall, in the same manner as other subjects of the British Crown, and conformably to the ordinary rules of international law, enjoy in the French Colonies the right of claiming the assistance of the British Consular Agents; and no obstacle shall be opposed to the labourer's resorting to the Consular Agent and communicating with him, without prejudice, however, to the obligations arising out of his engagement.

ARTICLE XXI.

In the distribution of labourers no husband shall be separated from his wife, nor any father or mother from their children under fifteen years of age.

No labourer shall be required to change his employer without his own consent, unless he be transferred to the Government, or to the person who has acquired the property on which he is employed.

Immigrants who may become permanently incapable of work, either by sickness or by any other cause beyond their own control, shall be sent back at the expense of the French Government, whatever time may still be wanting to entitle them to a free return-passage.

ARTICLE XXII.

All operations of immigration may be carried on in the French colonies by French or British vessels without distinction.

British vessels which may engage in those operations shall be bound to conform to all the measures of police, health, and equipment which may apply to French vessels.

ARTICLE XXIII.

The labour law of Martinique shall serve as the basis for all the regulations of the French Colonies into which Indian emigrants, subjects of Her Britannic Majesty, may be introduced.

The French Government engages not to introduce into those regulations any modification the result of which would be to place the said Indian subjects in an exceptional position, or to impose upon them conditions of labour more stringent than those prescribed by the said regulations.

ARTICLE XXIV.

The present Convention applies to emigration to the Colonies of Réunion, Martinique, Guadeloupe and its dependencies, and Guiana.

It may hereafter be applied to immigration to other colonies in which British Consular Agents shall be established.

ARTICLE XXV.

The provisions of the present Convention relative to the Indian subjects of Her Britannic Majesty shall apply to the Natives of every Indian State which is under the protection or political control of Her said Majesty, or of which the Government shall have acknowledged the supremacy of the British Crown.

ARTICLE XXVI.

The present Convention shall begin to take effect on the 1st of July 1862; its duration is fixed at three years and a half. It shall remain in full force, if notice for its termination be not given in the course of the month of July of the third year, and then notice can be given only in the course of the month of July of each succeeding year.

In case of such notice being given, it shall cease 18 months afterwards.

Nevertheless the Governor General of British India in Council shall, in conformity with the Act of the 19th of September 1856, relative to immigration to British Colonies, have the power to suspend at any time emigration to any one or more of the French Colonies, in the event of his having reason to believe that in any such colonies proper measures have not been taken for the protection of the emigrants immediately upon their arrival or during their residence therein, or for their safe return to India, or to provide a return-passage to India for any such emigrants at or about the time at which they are entitled to such return-passage.

In case, however, the power thus reserved to the Governor-General of British India should at any time be exercised, the French Government shall have the right immediately to terminate the whole Convention, if they should think proper to do so.

But in the event of the determination of the present Convention, from whatever cause, the stipulations relative to Indian subjects of Her Britannic Majesty introduced into the French colonies shall be maintained in force in favour of the said Indian subjects, until they shall either have been sent back to their own country, or have renounced their right to a return-passage to India.

ARTICLE XXVII.

The present Convention shall be ratified, and the ratifications shall be exchanged at Paris in four weeks, or sooner, if possible.

In witness whereof the respective Plenipotentiaries have signed the same, and have affixed thereto the seals of their arms.

Done at Paris, the first day of July, in the year of our Lord one thousand eight hundred and sixty-one.

(L. S.) COWLEY.
(L. S.) THOUVENEL.

ADDITIONAL ARTICLE.

His Majesty the Emperor of the French having stated that, in consequence of the order which he gave long ago that no more African emigrants should be introduced into the Island of Réunion, that colony has, since last year, had to obtain labourers from India and China; and Her Britannic Majesty having, by a Convention signed on the 25th July 1860, between Her Majesty and His Majesty the Emperor of the French, authorized the colony of Réunion to recruit six thousand labourers in Her Indian possessions, it is agreed that the Convention of this date shall take effect forthwith with regard to the said colony of Réunion.

The present Additional Article shall have the same force and validity as if it were inserted, word for word, in the Convention signed this day. It shall be ratified, and the ratifications shall be exchanged at the same time as those of the Convention.

In witness whereof the respective Plenipotentiaries have signed the same and have affixed thereto the seals of their arms.

Done at Paris, the 1st of July 1861.

(L.S.) COWLEY.
(L.S.) THOUVENEL.

APPENDIX K.

ARRÊTÉ.

Qui promulgue dans la Colonie le décret du 27 août 1887, portant réglementation de l'immigration à la Réunion.

Nous, Gouverneur de l'île de la Réunion ;

Vu l'article 9 du Sénatus-Consulte du 3 mai 1854,

Vu la dépêche ministérielle du 17 septembre dernier, n° 189 ;

Sur la proposition du Directeur de l'intérieur, du Procureur général et du Protecteur des immigrants,

Avons arrêté et arrêtons :

ARTICLE 1.—Est promulgué dans la Colonie, pour y être exécuté selon sa forme et teneur, le décret du Président de la République, en date du 27 août 1887, portant réglementation de l'immigration à la Réunion.

ARTICLE 2.—Le Directeur de l'intérier, Procureur général et le Protecteur des immigrants sont chargés chacunence qui concerne l'exécution du présent arrêté, qui sera publié et inséré au *Bulletin officiel*.

Par le Gouverneur :
E. RICHAUD.

Le Directeur de l'intérieur,
LOUGNON.

Le Procureur général,
D. BRUNET.

Le Protecteur des immigrants,
A. D'ESMÉNARD.

RAPPORT

Au Président de la République Française.

MONSIEUR LE PRÉSIDENT,

En 1882, à la suite de plaintes formulées par le Consul anglais à la Réunion, sur la manière dont les indiens étaient traités, le gouvernement général de l'Inde suspendit le recrutement pour cette colonie et déclara, après de longues négociations, qu'il ne léverait cette interdiction que sous les conditions suivantes, savoir :

1° Les dépenses d'immigration seraient inscrites parmi les dépenses obligatoires ;

2° Les contrats de rengagement ne pourraient être conclus avant l'expiration du premier contrat et seraient soumis à la ratification ou au visa du Consul anglais ;

3° Le Consul aurait le droit de visiter et d'inspecter toutes les propriétés de la colonie sur lesquelles sont employés des immigrants.

La première de ces réformes devant modifier le sénatus-consulte du 4 juillet 1866 ne peut être réalisée que par une loi Il ne semble pas utile de prendre une mesure aussi radicale. Il est également impossible d'accueillir les prétentions du gouvernement du vice-roi sur le 3° point, car il est contraire aux lois françaises sur la propriété.

Quant au droit de visa, cette formalité est pratiquée à la Réunion depuis 1877, les contrats de réengagement ne deviennent définitifs qu'après le visa du Consul ; ce fonctionnaire peut toujours présenter ses observations à l'Administration locale à qui il appartient d'autoriser ou non le r-engagement des travailleurs.

Mais, dans un but de conciliation, l'Administration des colonies a pensé qu'on pourrait obtenir du gouvernment indien la reprise de l'immigration en lui donnant l'assurance, en échange des conditions qu'il est impossible d'accueillir, que les immigrants efficacement protégés par l'Administration française.

C'est dans ce but qu'a été préparé le projet de décret ci-joint, adopté dans ses grandes lignes par le Conseil d'Etat, et dans lequel ont été insérées toutes les clauses susceptibles d'assurer la condition des travailleurs.

J'ai, en conséquence, l'honneur de vous prier de vouloir bien revêtir ce projet de décret de votre signature.

Je vous prie d'agréer, Monsieur le Président, l'hommage de mon profond respect.

Le Sénateur, ministre de la Marine et des Colonies,

E. BARBEY.

DÉCRÈTE:

Le président de la République française,

Sur le rapport du Ministre de la Marine et des Colonies,

Vu les décrets des 13 février et 27 mars 1852 concernant l'immigration et le régime du travail aux colonies;

Vu le sénatus-consulte du 3 mai 1854, qui règle la constitution des colonies de la Martinique, de la Guadeloupe et de la Réunion;

Vu la convention conclue le 1er juillet 1861, entre la France et la Grande-Bretagne, pour régler l'immigration des travailleurs indiens dans les colonies françaises;

Vu le sénatus-consulte du 4 juillet 1866, portant modification du sénatus-consulte du 3 mai 1854;

Vu le décret du 11 août 1866, déterminant le mode d'approbation des délibérations prises par les conseils généraux des colonies de la Martinique, de la Guadeloupe de la Réunion;

Vu la délibération du Conseil général de la Réunion, en date du 14 juillet 1880;

Vu le décret du 30 mars 1881, réglementant le service de l'immigration à la Réunion;

Le Conseil d'Etat entendu,

Décrète:

CHAPITRE 1er.

De l'introduction des travailleurs immigrants dans la colonie.—De leur arrivée.—De leur immatriculation, du livret, de la carte d'identité.

ARTICLE 1er.—Les opérations de recrutement ne peuvent se faire que dans les lieux désignés par le gouvernement.

ARTICLE 2.—Aucun bâtiment ne peut être expédié de la colonie pour des opérations de recrutement, sans qu'au préalable le capitaine ait obtenu l'autorisation du Gouverneur.

ARTICLE 3.—Les navires affectés à ces sortes d'opérations sont soumis aux visites, aux constatations et à toutes les dispositions prescrites par les réglements spéciaux en vigueur concernant l'immigration, et notamment à celles édictées au titre II du 27 mars 1852.

ARTICLE 4.—A leur arrivée dans la colonie, les immigrants sont remis au service de l'immigration qui est chargé de toutes les mesures à prendre à leur égard.

ARTICLE 5.—A l'arrivée d'un navire chargé d'immigrants, aussitôt après l'accomplissement des formalités prescrites par les réglements sanitaires et avant le débarquement des immigrants, une Commission composée du Protecteur ou d'un agent de son service délégué par lui, président, d'un médecin sanitaire et du capitaine de port ou, à défaut, d'un des membres de la Commission d'amirauté, se rend à bord et vérifie le nombre des passagers et leur identité d'après la liste adressée au Gouverneur par l'autorité chargée d'assurer ou de contrôler le recrutement des immigrants passagers.

Si des naissances ou des décès ont eu lieu pendant le voyage, la Commission le constate et le service de l'immigration envoie au port d'embarquement une expédition des actes de décès et fait transcrire sur les registres de l'état civil les actes de naissance.

La Commission interroge les immigrants, reçoit leurs déclarations et, s'il y a lieu, leurs plaintes sur la manière dont ils ont été traités à bord du navire et s'assure si toutes les prescriptions édictées au titre II au décret du 27 mars 1852 ou par les conventions internationales ont été observées.

En cas de contraventions, elle en dresse un procès-verbal qu'elle transmet au Gouverneur.

Dans le cas où aucune contravention n'est relevée à la charge du capitaine, celui-ci peut s'en faire délivrer attestation par le Protecteur des immigrants.

ARTICLE 6.—La Commission rend compte de ses opérations au Gouverneur.

Le service de l'immigration remet au Consul de la nation à laquelle appartiennent les immigrants arrivés au port de débarquement : 1° un état nominatif de ces immigrants ; 2° un état des décès et des naissances survenus parmi eux pendant le voyage.

ARTICLE 7.—Aussitôt après la visite de la Commission, les immigrants sont conduits au lazaret et soumis à un internement dont la durée, qui ne peut être inférieure à cinq jours, est déterminée par le Directeur de l'intérieur.

Le médecin du lazaret est tenu d'adresser au Gouverneur et au Directeur de l'intérieur un rapport quotidien constatant l'effectif des malades, les cas et la nature des maladies, et ses observations au sujet des immigrants qui seraient atteints de maladies qui les rendraient, soit momentanément, soit d'une façon permanente, impropres au travail. Il ajoute ses observations sur les conditions matérielles dans lesquelles se trouvent les lazarets.

Les immigrants sont vaccinés pendant leur séjour au lazaret.

La levée de l'internement est prononcée par le Directeur de l'intérieur, sur l'avis du Médecin en chef.

ARTICLE 8.—Si un cas de force majeure empêche la Commission instituée par l'article 5 de se rendre à bord avant le débarquement des immigrants, elle s'assure, aussitôt après ce débarquement, que les dispositions du titre II du décret du 27 mars 1852 et des traités internationaux ont été observées au point de vue des vivres et des aménagements. Elle procède au surplus à son enquête au lazaret, au moment de la levée de l'internement conformément aux prescriptions de l'article 5.

ARTICLE 9.—Il est interdit à tout capitaine, maître ou patron de navire, de laisser descendre à terre aucun immigrant, avant d'y avoir été autorisé par le protecteur des immigrants ou, en son absence, par son délégué.

ARTICLE 10.—Le service de l'immigration peut, pendant la période d'internement prévue par l'article 7, procéder au lazaret, sur l'autorisation du Directeur de l'intérieur à l'immatriculation des immigrants internés.

Si cette opération ne peut être faite pendant la période d'internement, il y est procédé immédiatement après.

Les introducteurs d'immigrants ont la faculté de suivre personellement, ou de faire suivre par un mandataire les opérations sus-indiqués.

ARTICLE 11.—Au sortir du lazaret, les immigrants sont conduits au dépôt colonial et examinés par une Commission de trois membres, dont un médecin, désigné par le Gouverneur.

Les valides sont remis immédiatement à leurs engagistes ou, si l'opération a été faite pour le compte du capitaine ou de l'armement du navire introducteur avec un simple engagement conditionnel de travailler dans la colonie pendant un temps déterminé, ils demeurent en subsistence au dépôt colonial, aux frais de l'introducteur, jusqu'à leur remise à un engagiste.

Les non-valides sont envoyés á l'hôpital colonial pour y être soignés aux frais des introducteurs. S'ils sont reconnus définitivement impropres au travail, ils sont rapatriés d'office, également aux frais des introducteurs.

ARTICLE 12.—Le Protecteur des immigrants repartit par groupes, dont il détermine le chiffre, les immigrants reconnus valides.

Aucun mari n'est séparé de sa femme, aucun père, ni aucune mère de ses enfants âgés de moins ds quinze ans.

Les immigrants sont, autant que possible, groupés par individus ayant le même lieu d'origine.

Dans la mesure où les circonstances et le respect des liens de famille le permettent, le nombre proportionnel des femmes est le même pour tous les groupes.

Une copie de l'état de distribution est remise aux consuls des nations auxquelles les immigrants appartiennent.

ARTICLE 13.—Il est tenu au bureau central de l'immigration un registre spécial dit "Matricule générale des immigrants," sur lequel sont immatriculés tous les immigrants.

Ce registre relate sous un numéro d'ordre général dit "Numéro de matricule générale" le nom de l'immigrant, celui de ses père et mère, celui de ses héritiers et leur domicile, son signalement, l'indication de son lieu de naissance ou d'origine, celui du lieu où son contrat d'engagement a été passé, le nom du navire sur lequel il a été amené, le nom du capitaine de ce navire, la date de son arrivée dans la colonie, le nom et le domicile de son engagiste et les conditions de son contrat d'engagement.

Les transferts, les cessions d'engagement, les ré-engagements, les permis de séjour, les départs, les mariages, les naissances et les décès sont portés sur ce registre.

ARTICLE 14.—Avant l'entrée en service de l'immigrant, le service de l'immigration lui délivre sans frais une carte d'*identité* qu'il est tenu de porter sur lui et de présenter à toute réquisition des agents du service de l'immigration, de la gendarmerie, de la police, des gardes forestiers et des gardes champêtres.

Cette carte porte le nom de l'immigrant, son numéro de matricule générale, le nom de ses père et mère, son signalement, l'indication de son lieu de naissance ou d'origine et celle du nom et du domicile de son engagiste. Elle est tenue au courant des changements qui peuvent survenir dans la position de l'immigrant.

Au cas où cette carte viendrait à être retirée à l'immigrant pour être mise au courant, ou en cas de perte ou de détérioration, le syndic du lieu de la résidence de l'immigrant, après s'être assuré de son identité et de sa position, lui délivre un permis de circulation provisoire, qui, dans la quinzaine au plus tard, est échangé contre l'ancienne carte mise à jour ou contre une carte nouvelle.

Dans le cas où par la faute de l'immigrant, il y aurait nécessité de lui délivrer une nouvelle carte, il est tenu d'en payer la valeur.

ARTICLE 15.—Dans le délai de dix jours après l'inscription de l'immigrant sur le registre de la matricule générale, le bureau central de l'immigration transmet au syndic du lieu de sa résidence copie *in extenso* des indications portées sur ce registre. Le syndic les reporte à son tour et avec un numéro d'ordre particulier sur registre spécial dit "Matricule syndicale."

ARTICLE 16.—Au moment où les immigrants sont remis à l'engagiste, le service de l'immigration délivre à celui-ci un état général portant les noms, les numéros de matricule générale et l'indication du lieu de naissance ou d'origine des engagés.

Dans le mois de l'immatriculation, le service délivre à l'engagiste, par l'intermédiaire du syndic, d'après un type officiel, une copie de la matricule générale qui porte le nom de livret.

Ce livret contient les énonciations énumérées en l'article 24.

L'engagiste donne au syndic reçu du livret qui lui est remis.

ARTICLE 17.—Toutes les fois qu'un engagiste remet un livret à un agent de l'administration, celui-ci en donne récépissé.

CHAPITRE II.

Des contrats d'engagements. — De leur réception. — De leur renouvellement. — De leur transfert, et de leur résiliation.

ARTICLE 18.—Les travailleurs immigrants des deux sexes sont, pendant toute la durée de leur séjour dans la colonie, soumis à l'obligation de l'engagement.

Ils ne peuvent en être dispensés que dans les conditions indiquées au chapitre II.

ARTICLE 19.—La durée de l'engagement des immigrants est réglée de gré à gré entre les parties. Elle ne peut excéder cinq ans.

ARTICLE 20.—L'obligation de l'engagement s'étend aux enfants d'immigrants dès qu'ils ont atteint l'âge de dix ans ; cette limite d'âge peut être reculée jusqu'à quinze ans pour les enfants d'immigrants qui justifient de la fréquentation habituelle d'une école publique.

ARTICLE 21.—Quand une immigrante contracte mariage, son contrat d'engagement est rompu de plein droit, à dater du jour de son mariage, sous la condition du payement à l'engagiste, s'il y a lieu, d'une indemnité qui, en cas de désaccord, est fixée par le juge de paix.

Si c'est avec un immigrant qu'elle contracte mariage, la durée du nouvel engagement auquel elle est astreinte, ne peut dépasser le temps d'engagement restant à faire par son mari.

ARTICLE 22.—Les contrats d'engagement et de ré-engagement des mineurs, enfants d'immigrants, ne peuvent être passés qu'avec le consentement de leurs père et mère, ou de celui d'entr'eux sous l'autorité duquel l'enfant se trouve légalement placé.

Ils doivent être passés avec un engagiste habitant la commune où résident les parents et, autant que possible, avec l'engagiste des parents.

Les immigrants doivent subvenir aux besoins de leurs enfants âgés de moins de dix ans ou dispensés de l'obligation de l'engagement par la fréquentation d'une école aux termes de l'article 20.

Les orphelins, enfants d'immigrants, sont confiés par le Protecteur des immigrants à des personnes qui prennent l'engagement de pourvoir à tous leurs besoins, jusqu'au moment où ils seront en âge de contracter un engagement. Ils sont engagés de préférence aux personnes à qui ils ont été confiés.

Il en est tenu au bureau central une matricule spéciale et, dans leur rapport trimestriel, les syndics doivent faire connaître la situation de ces orphelins.

ARTICLE 23.—Les contrats d'engagement passés au lieu de recrutement des travailleurs contiennent, de la part de l'immigrant, l'obligation de servir soit une personne nommée ou désignée, soit toute autre à laquelle il sera remis à son arrivée dans la colonie.

Les contrats d'engagement passés dans la colonie contiennent, de la part de l'immigrant, l'obligation de servir une personne nommée ou désignée.

Aucun travailleur, sans son consentement, n'est tenu de changer d'engagiste, à moins que son contrat d'engagement ne soit transféré à l'acquéreur à titre gratuit ou onéreux ou, en cas de séquestre, à l'administrateur de la propriété sur laquelle il est occupé. Si le transfert a lieu sans le consentement de l'engagé, il n'est valable qu'avec l'approbation du Protecteur, sauf le recours des parties intéressées devant le Gouverneur en Conseil privé.

ARTICLE 24.—Les contrats d'engagement ou de renouvellement d'engagement constatent que l'engagiste et l'engagé ont eu connaissance des chapitres 13, 14 et 15 du présent décret, notamment des articles 141, 149, 153 et 172, dont le texte y sera intégralement reproduit. Ils énoncent, sous peine de nullité :

1° La durée de l'engagement de l'immigrant ;

2° Son droit de rapatriement aux frais de l'engagiste, à l'expiration du contrat, ou les conditions auxquelles il renonce à ce droit ;

3° Le nombre des jours de travail par semaine, par mois ou par an et le nombre d'heures de travail par jour ;

4° Les gages, les vêtements, les rations, les suppléments dûs en cas de travail supplémentaire et tous les avantages particuliers qui pourraient être consentis à l'immigrant ;

5° Son droit à l'assistance médicale gratuite, aux frais de l'engagiste ;

6° Le droit à l'inhumation aux frais de l'engagiste ;

7° La prime convenue ou la renonciation à la prime ;

8° Les avances consenties par l'engagiste.

ARTICLE 25. — Les contrats d'engagement et les contrats de ré-engagement ne peuvent déroger aux prescriptions du présent décret en ce qui concerne le logement, la nourriture, les vêtements, le montant et le mode de payement des salaires, les conditions de retenue sur les salaires, les jours de repos, les soins médicaux et les frais d'inhumation.

ARTICLE 26. — Le minimum des salaires mensuels des immigrants est arrêté comme suit, indépendamment des autres avantages stipulés à leur profit.

Hommes adultes de 16 ans et au-dessus, 12 fr. 50c.

Femmes adultes de 14 ans et au-dessus, 7 fr. 50c.

Garçons de 10 à 16 ans, 5 francs.

Filles de 10 à 14 ans, 5 francs.

ARTICLE 27. — Les contrats d'engagement ou de ré-engagement passés dans la colonie sont reçus par les syndics.

ARTICLE 28. — Préalablement à la passation dans la colonie de tout contrat d'engagement les parties contractantes sont tenues de se présenter au syndic du domicile de l'engagiste.

L'engagiste a la faculté de se faire représenter par un fondé de pouvoir, dont le mandat peut être conféré par simple lettre indiquant les conditions du contrat. Cette lettre demeure déposée au syndicat. Le futur engagiste a le droit de se faire communiquer par le livret de l'immigrant qu'il desire engager et l'extrait de la matricule générale le concernant.

ARTICLE 29. — Le syndic vérifie l'identité de l'engagé et sa situation. Il apprécie les conditions et les garanties offertes par l'engagiste et s'assure de la sincérité du contrat.

S'il estime qu'il y ait lieu de faire droit à la demande des parties, il reçoit le contrat et en donne avis au Protecteur.

Quand il s'agit d'un immigrant non précédemment engagé, le syndic adresse au bureau central son signalement détaillé et toutes les indications qu'il juge utiles sur son identité et ses antécédents.

Si le syndic refuse de passer le contrat, il délivre par écrit acte motivé de son refus à celle des parties qui le requiert.

ARTICLE 30. — Aussitôt après la passation du contrat, s'il s'agit d'un immigrant non précédemment engagé, il lui est fait remise de sa carte d'identité.

Il est également fait remise du livret à l'engagiste dans les délais prévus par l'article 16.

ARTICLE 31. — Le syndic ne peut passer, sans un ordre de l'autorité supérieure, aucun contrat au profit :

1° Des personnes précédemment condamnées pour sévices envers leurs engagés, pour inexécution des conditions du contrat d'engagement, ou pour engagement fictif ;

2° De celles qui n'auraient pas acquitté la côte personnelle de leurs engagés à l'expiration de l'exercice ;

3° De celles qui, en raison de leurs taxes personnelles, seraient inscrites sur les états de dégrèvement.

ARTICLE 32. — En cas de refus du syndic de dresser le contrat, et en cas du maintien du refus par le Protecteur des immigrants, les parties intéressées peuvent se pourvoir devant le Gouverneur en conseil privé.

ARTICLE 33. — Dans les quarante-huit heures qui suivent l'expiration du contrat d'engagement ou de ré-engagement, l'engagiste est tenu d'adresser au syndic de sa circonscription le livret de l'immigrant avec une déclaration portant que le contrat est définitivement expiré, en donnant le relevé des journées de remploi qui peuvent être dues en vertu des dispositions ci-dessus édictées.

Dans ce dernier cas, le syndic vérifie si la réclamation produite par les journées de remploi concorde avec ses propres écritures, et constate le nombre de ces journées sur le livret qu'il rend à l'engagiste.

S'il survient des contestations au sujet des journées de remploi, le juge de paix statue en premier ressort sur le vu des pièces produites par l'engagiste et des registres du syndicat.

Quand les journées supplémentaires ont été fournies, le livret est de nouveau remis au syndic dans le délai de quarante huit heures déjà fixé.

Lorsque l'engagement est définitivement terminé et réglé, le syndic en fait mention sur le livret et sur la carte d'identité. Il procède ensuite à l'égard de l'immigrant conformément à l'égard de l'article 35 ci-après.

ARTICLE 34.—Au cas où, après règlement définitif des gages, l'engagé resterait débiteur de l'engagiste, pour l'une des causes énumérées en l'article 57, excepté pour causes d'avances faites par l'engagiste ou de dettes contractées envers des tiers, il n'est considéré comme libre d'engagement qu'après payement intégral de la somme due ou remboursement en journées de travail, la valeur de la journée restant fixée conformément au taux des salaires convenus au dernier contrat.

Le remboursement des sommes dues en journées de travail ne peut avoir pour effet de prolonger l'engagement de l'immigrant au-dela de cinq ans, si ce n'est en cas d'interruption volontaire du travail et à raison d'une seule journée de travail pour chaque jour d'interruption.

Sont considérées comme interruptions volontaires : l'absence légale dans le cas du § 1 et du § 7 de l'article 111, l'absence illégale et la cessation de travail par suite de condamnation judiciaire ou de maladie due à l'inconduite de l'immigrant.

ARTICLE 35. — L'immigrant dont le contrat d'engagement est terminé est, après l'accomplissement des formalités prévues par l'article 33 mis en demeure par le syndic d'opter entre son rapatriement ou son ré-engagement, à moins qu'il n'obtienne un permis de séjour conformément à l'article 125.

Si l'immigrant opte pour son rapatriement, il est immédiatement dressé acte de sa déclaration par le syndic.

Il en est donné avis, sans délai, au Protecteur, qui prend les mesures prescrites par les articles 91 et suivants.

Si l'immigrant opte pour son ré-engagement, et si ce ré-engagement doit être consenti au profit de son ancien engagiste, le syndic passe immédiatement le contrat.

Si l'immigrant qui opte pour son rengagement n'a pas en vue un engagement déterminé, il lui est accordé par le syndic et facilités nécessaires pour chercher un nouvel engagiste.

ARTICLE 36. — Les contrats de ré-engagement doivent stipuler, en faveur de l'immigrant qui se ré-engage, des conditions au moins égales à celles du contrat passé dans l'Inde, sous la réserve des cas prevus en l'article 37.

Tout immigrant qui passe un contrat de ré-engagement a droit à une prime.

Il peut accepter le remplacement de la prime en argent par la stipulation d'avantages particuliers.

Dans ce cas, mention détaillée est faite sur la matricule générale, sur la matricule syndicale et sur le livret, des avantages consentis en remplacement de la prime.

ARTICLE 37. — En cas de ré-engagement, il peut être apporté dérogation au taux minimum des salaires indiqués ci-dessus et au taux des salaires fixés par le contrat primitif dans des circonstances exceptionnelles, en vertu d'une décision du Protecteur des immigrants. Cett décision doit être mentionnée dans le contrat. L'âge de l'immigrant et son état physique sont au nombre des circonstances exceptionnelles qui peuvent motiver la dérogation prevue au présent article.

ARTICLE 38. — En principe, les immigrants ne peuvent, au cours de leur contrat de service, contracter aucun ré-engagement avec leurs engagistes.

Toutefois, il est facultatif à l'engagiste et à l'engagé d'annuler d'un commun accord le contrat en cours d'exécution.

Après que cette annulation a été régulièrement et définitivement consacrée, conformément à l'article 39, l'immigrant se trouvant libéré de son premier contrat, peut contracter un nouvel engagement avec le même engagiste, quarante-huit heures après cette rupture, sans que la durée de ce contrat puisse excéder cinq ans.

Le syndic qui reçoit la résiliation du premier contrat et la conclusion du nouveau, doit rappeler à l'immigrant qu'il est libre de s'engager ou de ne pas s'engager, à son gré.

ARTICLE 39. — Tout contrat d'engagement ou de ré-engagement peut être résilié soit à l'amiable, du consentément mutuel des parties exprimé devant le syndic, soit sur la poursuite d'office du Protecteur, dans le cas d'engagement fictif, soit sur la demande de l'engagé au cas de mauvais traitements ou de manquements graves aux obligations du contrat, soit sur la demande de l'engagiste quand l'état physique de l'engagé le rend impropre au travail.

Les cas d'infirmités physiques pouvant rendre l'immigrant impropre au travail sont constatés par un certificat de médecin, et ce contrat ne peut être rompu que sur le vu de ce certificat.

Le contrat est également résilié si l'engagé verse au préalable, entre les mains de l'engagiste, une somme jugée suffisante par les tribunaux compétents pour indemniser complètement l'engagiste des pertes et de la privation de bénéfices que la résiliation lui impose.

L'immigrant ainsi libéré ne peut être admis à contracter un nouvel engagement.

ARTICLE 40. — Au cas où le rapatriement d'office d'un immigrant dangereux viendrait à être ordonné par l'administration, son contrat est résilié de plein droit à partir du jour de la notification à l'engagiste de la décision administrative intervenue.

L'immigrant rapatrié d'office subit, sur la totalité des gages qui peuvent lui être dûs au moment de la résiliation de son contrat, la retenue de toutes les sommes dont il peut être déclaré débiteur aux termes de l'article 57.

ARTICLE 41. — Les engagistes ne peuvent sous-louer, d'une manière permanente, le travail de leurs engagés, à moins que ceux-ci n'y consentent au moment même de leur sous-location.

L'engagé peut consentir par un seul acte à une série de sous-locations successives, pourvu que ces sous-locations n'embrassent pas une période de plus d'un an.

Dans le cas de consentement de l'immigrant à la sous-location de son travail, il est procédé conformément à l'article 37.

Toute sous-location de service d'un immigrant, faite contrairement aux dispositions du présent article, est réputée constituer, à la charge de l'engagiste et de l'engagé, un engagement fictif.

ARTICLE 42.—Aucune approbation de sous-location ne peut être accordée par le Protecteur des immigrants si l'engagiste ne justifie pas de l'engagement pris par le ou par les sous-locataires de subvenir, le cas échéant, à toutes les prestations réglementaires et aux salaires dûs aux en-

gagés ; dans tous les cas, l'engagiste domeure toujours responsable des salaires et des prestations jusqu'à l'expiration du contrat d'engagement.

ARTICLE 43.—Les engagistes sont tenus de remettre au bureau central de l'immigration, du 1er au 5 de chaque mois, un état portant les noms des immigrants dont ils ont sous-loué les services pendant le mois précédent et indiquant le nom et le domicile des propriétaires qui les emploient.

S'ils envoient leurs engagés hors du lieu de leur résidence, ils doivent se conformér aux prescriptions des paragraphes 2 et 3 de l'article 12.

En ce cas, ils leur remettent une autorisation indiquant leurs noms, leur numéro de matricule générale, le nom des propriétaires chez qu'ils doivent travailler et le laps de temps pendant lequel ils doivent être employés chez eux. Cette autorisation est visée par le syndic de la résidence, qui en transmet copie au syndic du lieu où les engagés sont provisoirement employés.

Si le contrat de sous-location se conclut pendant que les engagés sont déjà hors du lieu de leur résidence, l'autorisation ci-dessus prescrite est visée par le syndic du lieu où les engagés sont employés, et copie en est adressée par lui au syndic du lieu de leur résidence et au syndic du lieu où ils doivent aller travailler.

ARTICLE 44.—Si les engagistes ne remplissent pas vis-à-vis de leurs engagés les conditions auxquelles ils sont tenus, les sous-locataires ont le droit de requérir le Protecteur des immigrants de provoquer la résiliation des contrats.

En attendant, les engagés peuvent être placés provisoirement, par décision du Protecteur des immigrants, en subsistence chez les sous-locataires.

CHAPITRE III.

Du logement des immigrants.—Des rations.—Des rechanges.—Du paiement des salaires. Des retenues.—Des jours et des heures de travail.—De la corvée.—Des jours de repos.—De travaux et des salaires supplémentaires.

ARTICLE 45.—L'engagiste est tenu de fournir aux immigrants, par sexe et par famille, des logements convenablement construits, aménagés et distribués au point de vue de la décence et de la salubrité. Ces logements comportent tous des installations de couchage élevées d' au moins de 50 centimètres au-dessus du sol.

ARTICLE 46.—Si le logement affecté à l'immigrant est déclaré insuffisant ou insalubre paler Protecteur, une commission composée du Protecteur, président, du maire et d'un médecin désigné par le Gouverneur, statue, et l'engagiste est mis en demeure de fournir un logement convenable dans un délai qui ne peut être moindre d'un mois, ni excéder deux mois.

ARTICLE 47.—La ration quotidienne de chaque immigrant, qui doit être fournie par l'engagiste en denrées de bonne qualité, ne peut être au-dessous des quantités ci-après determinées :

1° Riz décortiqué, 801 grammes ;

2° Cari-poisson salé ou viande salée, 100 grammes ;

3° Légumes secs, 100 grammes ;

4° Sel, 20 grammes.

ARTICLE 48.—En cas de disette de riz ou d'impossibilité de se procurer les denrées alimentaires ci-dessus indiquées, la ration peut, par décision du Gouverneur, être remplacée, pour un temps et dans des proportions déterminées, par des légumes frails, du maïs, ou des racines alimentaires du pays.

ARTICLE 49.—La ration des immigrants engagés de 10 à 14 ans est des trois quarts des quantités ci-dessus indiquées.

La ration des malades est de la moitié des rations réglementaires, sauf les modifications résultant de l'ordonnance du médecin ; les blessés reçoivent la ration entière jusqu'à prescription contraire du médecin.

ARTICLE 50.—Les rations peuvent être délivrées soit quotidiennement, soit d'avance et par semaine.

En cas d'absence de l'engagé dans les cas prévus par les articles 111 (1°, 4° et 7°), 112 et 113, la valeur des rations avancées est retenue sur ses salaires, conformément à un tarif arrêté chaque année par le Gouverneur.

ARTICLE 51.—Si le contrat stipule qu'il sera fourni des vêtements à l'engagé, sans spécifier leur nature et leur quantité, ils consistent en deux rechanges composés ainsi qu'il suit:

Pour les hommes: deux chemises, deux pantalons en tissu de coton et un mouchoir de tête par an.

Pour les femmes: deux chemises, deux robes ou jupes et quatre mouchoirs en tissu de coton.

ARTICLE 52.—L'engagiste peut verser d'avance à son engagé la valeur en argent des rechanges auxquelles il a droit. Ce versement, pour être valable, doit être fait du consentement de l'engagé et en présence du syndic.

Il n'est admis que pour les rechanges de chaque semestre courant.

ARTICLE 53.—Tout engagiste est astreint à la tenue d'un registre sur laquel il doit inscrite les gages dûs, payés ou retranchés, les journés d'absence et de maladie.

ARTICLE 54.—Les salaires sont décomptés par trentième du salaire mensuel.

ARTICLE 55.—Les salaires doivent être payés tous les mois. Toutefois, en cas de circonstances exceptionnelles, le Protecteur des immigrants peut autoriser l'engagiste à retarder d'un mois le paiement, sans que ce délai puisse être depassé.

Le paiement s'effectue le samedi.

Sur les établissements comptant cent immigrants et au-dessus, il commence au plus tard à cinq heures du soir; s'il est continué le dimanche, il recommence à neuf heures du matin au plus tard.

ARTICLE 56.—Les syndics doivent, aussi souvent qu'ils le peuvent, assister au paiement des salaires sur les établissements ou les exploitations agricoles ou industrielles.

Les propriétaires sont tenus de leur donner avis vingt-quatre heures d'avance du jour et de l'heure où s'effectue le paiement de leur atelier.

Le registre de décompte tenu en exécution de l'article 53 doit être visé par le syndic.

Quand le syndic n'a pas assisté au paiement, il peut se transporter chez l'engagiste pour se faire représenter le registre de décompte.

ARTICLE 57.—Aucune retenue ne peut être opérée sur les salaires des engagés, si ce n'est dans les cas suivants et dans les proportions indiquées ci-dessous:

1° Pour le paiement de la côte personnelle, à raison d'un douzième par mois;

2° Pour remboursement des amendes ou frais de justice mis à la charge des engagés et acquittés en leur lieu et place par les engagistes, ou pour remboursement des amendes ou frais de justice encourus par les engagés et dont les engagistes auraient été déclarés civilement responsables, à raison du tiers des salaires mensuels:

3° Pour les journées d'hôpital, à raison d'un trentième des salaires mensuels pour chaque jour de maladie;

Si la maladie est due à l'inconduite de l'immigrant, il lui est retenue, indépendamment du trentième des salaires prévus au paragraphe précédent, le montant de ces frais de maladie tels qu'ils sont certifiés par le médecin de l'etablissement, et ce, jusqu'à parfait paiement, à raison du tiers de ses salaires;

4° Pour les journées d'absence, sauf le cas prévu par le 6 de l'article 111, à raison d'un trentième de salaires mensuels par journée d'absence et d'un soixantième par demi-journée;

5° Pour le remboursement des avances en argent faites à l'engagé au moment de la passation de son contrat, à raison du tiers des salaires mensuels;

6° Pour le remboursement des rations reçues en avance par les immigrants, dans les cas prévus par les §§ 1, 4 et 7 de l'article 111, par l'article 112 et l'article 113, pour leur valeur, d'après le tarif fixé par le Gouverneur;

7° Pour le paiement des dommages-interêts auxquels l'immigrant peut avoir été condamné vis-à-vis de son engagiste, jusqu'à concurrence d'un tiers sur son salaire mensuel;

8° Pour le paiement des sommes réclamées par des tiers, en vertu de décisions judiciaires ayant acquis force de chose jugée, et ce, jusqu'à concurrence du tiers du salaire mensuel;

9° Pour le paiement des sommes dues au précédent engagiste au moment de la passation ou de rupture du contrat, comme pour le remboursement de la quantité proportionnelle de la prime payée par l'engagiste, quand l'engagement est résilié par le fait de l'engagé.

Le montant de ces sommes est porté au livret, et le nouvel engagiste en demeure responsable.

Les retenues opérées à ce titre ne peuvent excéder le tiers des salaires mensuels.

ARTICLE 58.—Aucune dette, contractée par un immigrant dans une boutique sise sur la propriété de l'engagiste ou tenue par l'engagiste ou un de ses employés, ne peut être retenue sur les gages des engagés.

ARTICLE 59.—Les retenues prévues en l'article 57 ne peuvent être opérées :

En ce qui concerne les §§ 2 et 7, que sur la justification par l'engagiste des condamnations encourues par l'engagé et de leur montant.

En ce qui concerne le § 3, que sur la reconnaissance de la dette par l'engagé en présence du syndic, ou sur la justification par l'engagiste de la maladie de l'engagé. Cette justification résultera exclusivement de la production du livre d'hôpital, en tant qu'il sera régulièrement tenu.

En ce qui concerne le § 5, que sur le vu de la mention portée au livret par le syndic.

ARTICLE 60.—Si les retenues à opérer sur les gages mensuels nets arrivent à former un total dépassant la moitié de ces gages, elles sont réduites proportionnellement et opérées au pro rata des sommes dues.

Les gages mensuels nets sont les gages qui restent dus après déduction des retenues autorisées par les articles 111 et suivants pour interruptions de travail survenues dans le courant du mois dont le compte est reglé.

ARTICLE 61 —Si les salaires des immigrants ne sont pas payés aux époques auxquelles ils sont exigibles, le Protecteur met l'engagiste en demeure de payer dans un délai qu'il lui impartit et qui ne peut excéder un mois. Ce délai écoulé, sans que la paiement ait eu lieu, le Protecteur poursuit, sur la demande de l'immigrant, la résiliation du contrat.

Il peut, s'il y a lieu, provoquer, même avant l'expiration du délai imparti, toutes les mesures nécessaires pour assurer par les voies de droit le paiement des gages dûs aux immigrants.

ARTICLE 62.—Si l'engagiste ne fournit pas, soit en temps utile, soit en quantité ou en qualité convenables, les prestatations dues à l'immigrant, le syndic, sur la demande de l'immigrant, se pourvoit devant le juge de paix, qui prononce contre l'engagiste, au profit de l'engagé, condamnation à une indemnité equivalente à la valeur des dites prestatations, sans prejudice des dommages intérêts qui pourraient être dûs.

ARTICLE 63 —Les immigrants engagés jouissent, en cette qualité, pour leurs salaires, du privilège établi par le § 4 de l'article 2,101 du Code civil en faveur des gens de service.

ARTICLE 64.—L'immigrant ne peut être tenu de travailler plus de six jours sur sept, ni plus de neuf heures et demie par jour, sauf les cas spécifiés ci-après.

ARTICLE 65.—Les jours de repos dûs aux immigrants engagés sont : le 14 juillet, jour de la fête nationale, les dimanches et quatre journées de congé au commencement du mois de janvier de chaque année.

Les jours spécifiés au présent article sont comptés comme journées de travail effectives et complètes dans le décompte du travail fourni par l'immigrant.

ARTICLE 66.—N'est pas considérée comme travail, l'obligation, pour les immigrants employés aux travaux agricoles ou industriels, de pourvoir, les jours de repos, par une corvée spéciale, aux soins que nécessitent la bonne tenue et la propreté des établissements, l'entretien des animaux et le service de la vie habituelle.

Cette corvée ne doit pas excéder trois heures et doit se terminer au plus tard à neuf heures du matin.

L'immigrant, qui ne la fournit pas, est soumis à la retenue d'un soixantième prevue par le § 4 de l'article 57.

ARTICLE 67.—Les immigrants engagés pour le service de la domesticité doivent tout leur temps à leurs engagistes sans distinction de jours de repos et de jours ordinaires.

ARTICLE 68.—Le travail s'exécute, soit à la journée soit à la tâche, suivant les besoins de l'exploitation. L'engagé en est prevenue au moment de la passation du contrat, et fait connaître son acquiescement, dont mention est incrite au livret.

La tâche imposée ne doit jamais excéder la somme de travail représentée par les neuf heures et demie de travail à la journée. L'engagé qui a exécuté, dans un temps moindre, la tâche donnée, dispose librement du reste de la journée.

L'engagé travaillant à la tâche, que ne fournit que la moitié ou moins de la moitié de la tâche donnée, subit la retenue d'une journée de salaire; celui qui fournit plus de la moitié et moins des deux tiers de la dite tâche, subit la retenue d'une demi-journée de salaire.

ARTICLE 69.—Tout travail supplémentaire excédant la durée fixée par l'article 64 ou par le contrat d'engagement donne à l'engagé droit à un salaire supplémentaire qui lui est payé en même temps que son salaire mensuel, mention en est faite au livret.

La durée du travail supplémentaire ne peut dépasser trois heures.

Le minimum du salaire pour le travail supplémentaire des hommes adultes est de cinq centimes la première heure, six centimes la seconde, et sept centimes la troisième ; pour le travail supplémentaire des femmes adultes, il est de trois centimes la première heure, quatre centimes la seconde, et cinq centimes la troisième ; pour le travail supplémentaire des enfants, deux centimes la première heure, trois centimes la seconde et quatre centimes la troisième.

Le travail supplémentaire peut avoir lieu, en cas d'urgence, sans préjudice de la corvée spéciale prévue par l'article 66, les jours fériés, pourvu que sa durée n'excède pas neuf heures et demie. Les trois premières heures sont payées conformément au tarif fixé au troisième paragraphe du présent article La quatrième heure et les heures suivantes sont payés d'après le taux établi pour la troisième heure.

ARTICLE 70.—Aucun travail supplémentaire, soit les jours ouvrables, soit les jours fériés, ne peut être exigé de l'immigrant, si ce n'est en vertu d'une convention particulière.

L'engagement résultant de cette convention ne peut avoir d'effet pendant plus de six mois. Il peut être renouvelé.

Les salaires supplémentaires sont soumis aux mêmes retenues que les salaires ordinaires.

CHAPITRE IV.

De l'hôpital et de sa tenue, des visites de médecin, et des soins médicaux.

ARTICLE 71.—Tout engagiste ayant vingt immigrants engagés et au-dessus, résidant dans la même commune, est tenu d'établir sur sa propriété ou sur son établissement ou, s'il en a plusieurs, sur l'un d'eux, un hôpital installé dans les conditions déterminées par les articles ci-après.

ARTICLE 72.—Les hôpitaux doivent être établis dans des bâtiments complètement isolés et construits de manière à laisser quinze mètres cubes d'air pour chaque lit, avec des ouvertures qui permettent une aération complète. Ils doivent être pourvus d'une cuisine spéciale, d'une quantité d'eau suffisante, et comprendre dans leur enceinte un préau destiné à permettre aux malades de prendre l'air sans sortir de l'hôpital. Ils sont divisés en deux compartiments convenablement clos et couverts.

L'un de ces compartiments est affecté aux hommes et aux enfants du sexe masculin âgés de plus de dix ans, l'autre est réservé aux femmes et aux enfants des deux sexes âgés de moins de dix ans.

Chaque établissement doit avoir une pharmacie contenant les médicaments indiqués par le médecin en chef de la colonie.

ARTICLE 73.—Chaque hôpital doit être pourvu d'un lit par vingt immigrants engagés.

Les lits sont en fer ou en bois. Ils doivent avoir au minimum 1 m. 85 de longueur et 0 m. 80 de largeur, et être garnis d'une paillasse, d'un traversin et d'une couverture de laine.

ARTICLE 74.—Chaque hôpital doit avoir un infirmier ou une infirmière exclusivement affectés à la tenue de l'hôpital et aux soins à donner aux malades.

Il est adjoint à l'infirmier autant d'aides-infirmiers que l'hôpital contient de fois vingt lits occupés.

Si le compartiment réservé aux femmes et aux enfants âgés de moins de dix ans comprend plus de vingt lits occupés, il doit être spécialement affecté à son service une infirmière à laquelle, en tant que de besoin, il est adjoint des aides-infirmières dans la proportion susindiquée.

L'infirmier et l'infirmière peuvent être choisis parmi les engagés de l'établissement.

Ils sont logés dans l'enceinte ou à proximité de l'hôpital.

ARTICLE 75.—Si une épidémie ou une maladie contagieuse vient à éclater sur une habitation ou sur un établissement, l'engagiste est tenu, sur la réquisition qui lui en est adressée par

le Protecteur des immigrants, sur le rapport du médecin en chef ou de son délégué, de faire établir des ambulances et de pourvoir aux mesures exceptionnelles qui peuvent être ordonnées.

ARTICLE 76.—Aucun hôpital n'est réputé réunir les conditions réglementaires, s'il n'a pas été, au moment de son installation, inspecté et reçu par le Protecteur des immigrants ou son délégué. En cas de contestation, la question est résolue par une commission composé du Protecteur, président, du maire et d'un médecin désigné par le Gouverneur.

Certificat de cette réception est délivré à l'engagiste.

Tout changement notable dans l'installation ou l'aménagement de l'hôpital entraîne l'annulation du certificat délivré et donne lieu à une nouvelle inspection et à la délivrance d'un nouveau certificat, sous les mêmes garanties qu'au paragraphe précedént.

Les hôpitaux ne peuvent, sous aucun prétexte, être affectés à d'autres destinations que celle qui leur est réservée.

ARTICLE 77.—Tout engagiste astreint à avoir un hôpital est tenu de justifier d'un abonnement avec un médecin pour les visites à faire à l'hôpital et les soins à donner aux malades. Les abonnements faits avec un médecin doivent stipuler au moins une visite par semaine, sans préjudice de celles que les circonstances extraordinaires rendraient nécessaires.

Sur toute habitation employant plus de deux cents travailleurs, le médecin est tenu à deux visites par semaine.

L'engagiste est tenu de veiller à l'exécution des prescriptions due médecin et de fournir, sans délai, tout médicament ou objet necessaire aux malades prescrit par le médecin visiteur.

Tous les engagés malades doivent être presentés à la visite du médecin.

ARTICLE 78.—Il est tenu dans chaque hôpital un registre portant: 1° le nom et le numéro matricule de chaque malade; 2° la date de son entrée; 3° celle de sa sortie, avec indication en regard du nombre total des journées passées à l'hôpital; 4° la nature de la maladie, les prescriptions et les observations du médecin.

Ce registre est visé à chaque visite par le médecin.

ARTICLE 79.—Les hôpitaux actuellement existants qui, bien qui ne remplissant pas toutes conditions exigées au présent chapitre sont, après inspection du Protecteur des immigrants, reconnus suffisants, peuvent être provisoirement maintenu, sauf à être remplacés, quand ils seront hors d'usage, par des bâtiments réunissant les conditions réglementaires.

Cette tolérance ne peut s'étendre au-delà d'un délai de trois ans.

ARTICLE 80.—Il est fourni à toute femme enceinte qui en fait la demande et dont l'état de grossesse est constaté par le médecin de l'établissement, un lit d'hôpital muni de sa literie réglementaire.

Ce lit et sa literie ne peuvent être retirés qu'avec l'autorisation du médecin.

CHAPITRE V.

Des actes de l'état civil concernant les immigrants.—De leurs successions.

ARTICLE 81.—Les officiers de l'état civil doivent faire mention, dans les actes de naissance du numéro matricule général du père et de la mère de l'enfant, s'il s'agit d'un enfant légitime ou reconnu; de la mère, s'il s'agit d'un enfant naturel non reconnu.

Ils doivent également faire mention, dans les actes de mariage et de décès, du numéro matricule général des époux ou de l'immigrant décédé.

Toute contravention au présent article est poursuivie et punie conformément à l'article 50 du code civil.

ARTICLE 82.—Les engagistes ou les personnes qui ont mandat de les representer, sont tenus de donner avis au syndic de leur circonscription des déclarations des naissances d'enfants survenues chez eux, et ce dans un délai qui ne peut excéder huit jours.

Ils indiquent dans leur lettre d'avis le nom et le numéro matricule générale du père et de la mère ou de la mère seulement s'il s'agit d'un enfant naturel non reconnu. Le syndic s'assure que la déclaration de naissance a été faite dans les délais impartis par l'article 8 de l'arrêté supplémentaire du code civil du 1 er brumaire an XIV.

Si elle n'a pas été faite dans ce délai, il la fait lui-même dans les cinq jours qui suivent.

ARTICLE 83.—Les formalités à remplir pour les mariages des immigrants d'origine inconnue ou appartenant à des pays dans lesquels la famille civile n'est pas constituée, continuent à être réglées par les dispositions du sénatus consulte du 20 juillet 1867.

ARTICLE 84.—Aussitôt qu'un immigrant décédera, son engagiste ou représentant est tenu d'en donner avis au syndic de sa résidence, qui se fait remettre le livret du défunct, établit sa situation financière et se fait verser, contre décharge, les gages qui peuvent lui être dûs.

Si les objets mobiliers et les effets trouvés en la possession du défunt ont une valeur moindre de 200 francs, le syndic les vend immédiatement sur l'habitation.

Il adresse au bureau central de l'immigration le produit de la vente, en le faisant suivre d'un bordereau, d'un inventaire des objets vendus et d'un procès-verbal de vente.

Les sommes ainsi obtenues sont remises par le bureau central aux héritiers du défunct s'ils sont présents, au consul de la nation à laquelle les héritiers appartiennent, s'ils sont étrangers et hors de la colonie, et, à défaut d'héritiers connus, au curateur aux biens vacants.

Si l'immigrant décédé possède des objets mobiliers ou des effets d'une valeur supérieure à 200 francs, le syndic prend immédiatement les mesures conservatoires prescrites par la loi, et en avise sans retard le Protecteur. Si, enfin, l'immigrant est possesseur d'immeubles, le syndic recueille tous les renseignements utiles sur leur situation, consistence et valeur approximative, et recherche les titres d'acquisition, qui sont transmis par lui au bureau central. Remise en est faite à qui de droit par le Protecteur des immigrants, conformément au § 4 du présent article.

CHAPITRE VI.

Du rapatriement.

ARTICLE 85.—Les travailleurs immigrants ont droit à leur rapatriement gratuit à l'expiration de leur engagement ou de leur ré-engagement.

Les frais de rapatriement font partie des dépenses obligatoires du la budget de la Colonie, sauf le recours de la colonie contre les introducteurs et les engagistes dans les cas prévus par les articles 86, 87, et 88.

L'administration a toujours la faculté de rapatrier d'office les engagés, dans l'intérêt de l'ordre public, et sans indemnité pour l'engagiste.

Le rapatriement d'office ne peut être ordonné que par décision spéciale du gouverneur.

ARTICLE 86.—Le recours de la colonie pour les frais du rapatriement s'exerce contre l'introducteur, en cas de non-placement de un ou plusieurs convois ou de un ou plusieurs immigrants d'un convoi, et contre le dernier engagiste une fois l'immigrant placé, à moins que le rapatriement ne soit ordonné d'office, conformément au paragraphe 3 de l'article 85.

ARTICLE 87.—Le droit de l'immigrant au rapatriement gratuit s'étend à sa femme et à ses enfants. La femme et les enfants mineurs sont rapatriés avec le mari ou le père, aux frais de son engagiste, s'ils ne sont pas engagés, et aux frais de leur engagiste s'ils sont engagés.

Les enfants de l'immigrant majeurs sont rapatriés aux frais de leur engagiste, avec ou sans leurs parents, au choix de l'engagiste.

ARTICLE 88.—L'immigrant qui contracte un ré-engagement dans la colonie, n'a droit au rapatriement qu'à l'expiration de son nouvel engagement et aux frais de son dernier engagiste.

ARTICLE 89.—L'immigrant qui obtient une dispense d'engagement, renonce, par ce seul fait, à tout droit au rapatriement gratuit, tant pour lui que pour sa femme et pour ses enfants. Il ne récouvre le droit au rapatriement, tant pour lui que pour sa femme et ses enfants, qu'après l'accomplissement d'un nouvel engagement.

ARTICLE 90.—L'immigrant a la faculté de renoncer au rapatriement gratuit pour lui, pour sa femme et pour ses enfants mineurs, en vue d'autres avantages qui pourraient lui être faits. Cette renonciation n'est valable que si elle est faite devant le syndic de la circonscription et soumise à l'approbation du Protecteur, après avoir été communiquée au consul de la nation à laquelle l'immigrant appartient.

Mention est faite à la matricule syndicale et sur le livret de la renonciation régulièrement approuvée.

ARTICLE 91.—L'immigrant dont le contrat d'engagement est expirée et qui a opté pour son rapatriement, est immédiatement mis à la disposition du Protecteur des immigrants qui,

suivant le cas, autorise l'immigrant à demeurer provisoirement chez son ancien engagiste jusqu'au jour où avis lui est donné de se rendre au dépôt colonial pour y être procédé aux formalité qui précèdent son embarquement. ou ordonne son placement immédiat au dépôt.

ARTICLE 92.—Les immigrants autorisés à résider provisoirement chez leur engagiste sont considérés, pendant ce laps de temps, comme régulièrement engagés. Ils sont astreints aux obligations et ont droit aux avantages stipulés dans leur ancien contrat.

ARTICLE 93.—Les immigrants exclus de la colonie par mesure d'ordre public sont placés par le protecteur au dépôt colonial jusqu'au moment de leur embarquement. Ils peuvent même, par décision spéciale du gouverneur, être internés à la prison centrale, quartier des prévenus.

ARTICLE 94.—Lorsqu'un navire susceptible de prendre à son bord des immigrants en voie de retour, est sur le point de quitter la colonie, le Protecteur des immigrants en donne avis aux syndics ; ceux-ci previennent les immigrants ayant droit an rapatriement, ainsi que leurs engagistes, cinq jours au moins avant l'ordre de départ pour le port d'embarquement. Les immigrants placés dans les dépôts communaux sont dirigés sur le dépôt colonial par les soins des syndics.

Les immigrants laissées chez leurs anciens engagistes en expectative de départ doivent être rendus au dépôt colonial vingt-quatre heures au moins avant le jour du départ.

ARTICLE 95 —Avant le départ, le Protecteur des immigrants ou son délégué, assisté du médecin du navire en partance ou d'un médecin désigné par le Chef du service de santé passe l'inspection des individus composant le convoi, et ajourne le départ de ceux qui ne sont pas en état de supporter le voyage.

Il les interroge sur les réclamations qu'ils pourraient avair à faire ; il dresse l'état de ceux auquels il y a lieu de délivrer un secours de route et des rechanges au départ et à l'arrivée, il constate l'identité des immigrants rapatriés et surveille leur embarquement.

Après l'embarquement, il fait établir la liste des immigrants embarqués en autant d'expéditions qu'il est nécessaire; une de ces expéditions, certifiée par lui, est remise au capitaine du navire pour être annexée au rôle d'équipage. Cette expédition contient toutes les indications utiles relatives aux immigrants et fait connaître, s'il y a lieu, les condamnations encourues par eux et les motifs de ces condamnations.

Après le départ du navire, le Protecteur ou son délégué adresse, dans le plus bref délai, au gouverneur un rapport détaillé.

Ce rapport est transmis au ministre de la marine et des colonies avec les observations qu'il comporte

ARTICLE 96.—Les immigrants qui ne sont pas rendus au dépôt colonial vingt-quatre heures au moins avant le départ du navire ou qui ne se rendent pas à bord du navire au jour fixé pour le départ, perdent, par ce seul fait, sauf le cas de force majeure, leur droit au rapatriement par cette occasion.

ARTICLE 97.—Aucun navire affecté au transport des immigrants ne peut être expédié de la colonie s'il n'est préalablement constaté par le Protecteur ou son délégué que les formalités prescrites par les articles 19, 26, 27 et 32 du décret du 27 mars 1852 ont été remplies

CHAPITRE VII.

Des actions judiciaires relatives aux intérêts civils des immigrants.

ARTICLE 98.—Les immigrants peuvent exercer personnellement toutes les actions judiciaires qui leur ouvrent le droit commun et la législation spéciale relative à l'immigration.

Pour les actions judiciaires qui ont trait à leur condition d'engagés, ils sont, sur leur demande, représentés en justice par le Protecteur des immigrants, si celui-ci le juge convenable.

ARTICLE 99.—Les immigrants qui justifient d'un engagement régulier, jouissent, pendant toute la durée de leur engagement, du bénéfice de l'assistance judiciaire, telle qu'elle est organisée par le décret du 16 janvier 1854 et ce, tant pour les actions exercées dans leur intérêt, sur leur demande, par le Protecteur des immigrants, que pour celles qu'ils exercent personnellement, soit à l'occasion de leurs contrats de travail, soit pour des causes étrangéres à leur condition d'engagés.

S'ils sont représentés par le Protecteur, le bénéfice de l'assistance judiciaire leur est acquis par le seul fait de cette représentation sans autre formalité. S'ils exercent personnellement

leurs actions, toutes les dispositions du décret du 16 janvier 1854 leur sont applicables, sauf celles qui concernent la constatation de l'indigence : leur qualité d'immigrant engagé suffit pour établir leur indigence.

ARTICLE 100.—Les immigrants régulièrement engagés jouissent de plein droit pendant toute la durée de leur engagement du bénéfice de la loi du 10 décembre 1850 sur les mariages d'indigents.

Ils sont également dispensés de l'obligation de consigner les amendes d'appel aux termes de l'article 74 de l'ordonnance du 19 juillet 1829 sur l'enregistrement dans la colonie.

ARTICLE 101.—Les juges de paix connaissent, soit en dernier ressort, soit à la charge d'appel, dans les limites déterminées par la loi, de toutes les contestations relatives aux obligations respectives des engagistes et des engagés, et de toutes les actions en annulation et en résiliation des contrats, en dommages et intérêts ou en indemnités qui peuvent en résulter.

Ils connaissent également dans les mêmes limites des contestations qui peuvent s'élever—

1° Sur la tenue et l'entretien du cheptel, des cases et des jardins en dépendant ;

2° Sur la répartition des produits dont les immigrants ont à rendre compte comme cultivateurs engagés à la part ;

3° Sur le défaut de contenance ou sur l'état d'inculture du terrain dont la jouissance a été accordée aux cultivateurs immigrants engagés à la part des produits ;

4° Sur l'insuffisance ou le défaut de fourniture des plants ou semences, des outils ou machines nécessaires à l'exploitation de la terre ou à l'exercice de l'industrie.

ARTICLE 102.—Dans toutes les causes mentionnées en l'article précédent, le défendeur peut être assigné devant le juge de paix du domicile du demandeur.

Dans ces mêmes causes, excepté celles où il y aurait péril en la demeure, le juge de paix peut interdire aux huissiers de sa résidence de donner aucune citation en justice sans qu'au préalable il ait appelé les parties devant lui.

ARTICLE 103.—Les mentions portées sur le registre de paiement, visé comme il est dit dans les articles 53 et 56, font foi entre les parties jusqu'à preuve contraire.

ARTICLE 104.—Le Protecteur des immigrants est chargé de provoquer et de surveiller l'application aux immigrants, s'il y a lieu, de toutes les mesures de protection établies par les lois et les réglements en faveur des mineurs et des aliénés.

CHAPITRE VIII.

Des autorisations d'absence ou permis de circulation et laissez-passer.

ARTICLE 105.—Si un immigrant engagé quitte provisoirement la commune de sa résidence, il est tenu de se munir d'une autorisation signée de son engagiste, indiquant son nom et son numéro de matricule générale, son domicile, le lieu où il se rend, et la durée de l'autorisation qui lui est accordée.

ARTICLE 106.—Dans le cas où l'immigrant quitte sa commune pour se rendre auprès du consul de la nation à laquelle il appartient, il est tenu de se présenter au syndic de sa résidence qui lui délivre l'autorisation exigée ci-dessus et vise celle qui lui aura été donnée par son engagiste.

ARTICLE 107.—Tout immigrant qui, ayant terminé son engagement, déclare vouloir contracter un nouvel engagement, reçoit du syndic du lieu de sa résidence un permis de circulation dans sa commune valable pour cinq jours.

Lorsque, par suite de circonstances que le syndic apprécie, l'immigrant n'a pu dans ces cinq jours, se mettre en règle, le permis peut être visé pour une nouvelle période de cinq jours.

ARTICLE 108.—Si, soit au moment de l'expiration de son engagement, soit à l'expiration des délais prévus en l'article précédent, l'immigrant désire chercher un réengagement, hors de sa commune, il reçoit du syndic un laissez-passer dont la durée est calculée à raison de un jour par deux myriamètres parcourus. Dans le delai fixé, le travailleur doit se présenter devant le syndic de la circonscription, qui lui délivre le permis de cinq jours pour trouver un engagiste. Ce permis peut être renouvelé pour un nouveau délai de cinq jours, et le syndic peut même, si l'immigrant le demande, lui délivrer un nouveau laissez-passer pour une commune, où il reçoit un nouveau permis également renouvelable.

L'immigrant qui, à l'expiration du dernier délai qui lui aura été imparti, n'a pas contracté d'engagement, est réputé en état de vagabondage et signalé à la police par le service de l'immigration.

ARTICLE 109.—Les permis et les laisser-passer délivrés par les syndics sont détachés d'un registre à souche et doivent être visés par la police.

La police tient de ces vises un registre spécial.

CHAPITRE IX.

De l'absence, de l'absence légale, de la désertion, du vagabondage.

ARTICLE 110.—Tout immigrant engagé qui ne prend pas son travail, ou qui l'abandonne après l'avoir commencé, est en état d'absence.

L'absence est, suivant le cas, reputée légale ou illégale.

ARTICLE 111.—L'absence légale est celle qui se produit:

1° Avec l'autorisation de l'engagiste;

2° En cas de force majeure constatée par le syndic;

3° Pour cause de maladie régulièrement constatée.

4° Pour obéir aux ordres, citations ou mandements de la justice;

5° Pour se rendre au syndicat sur l'appel du syndic;

6° Pour se rendre au syndicat ou au consulat y porter des plaintes ou des réclamations reconnues légitimes par décision de justice ou décision administrative;

7° Pour se rendre au syndicat ou au consulat y porter des plaintes ou des réclamations reconnues sérieuses par décision administrative.

Chaque journée d'absence légale entraîne pour l'engagé la perte du salaire et des vivres de la journée, si l'engagé est dans le cas des § 1, 4 et 7; s'il est dans le cas des § 2, 3 et 5, la perte du salaire seulement. Si l'engagé est dans le cas du § 6, il n'est soumis a aucune retenue de salaires ou de vivres.

ARTICLE 112.—L'absence illégale est celle qui se produit en dehors des conditions prévues pour l'absence légale.

Chaque journée d'absence illégale entraîne pour l'engagé, outre la perte du salaire et des vivres de cette journée, l'obligation de fournir une journée de travail avec vivres et salaire, à l'expiration du contrat.

Les retenues de salaires pour absence illégale sont arrêtées et réglées à la fin de chaque mois, sans qu'il soit permis de les reporter sur le mois suivant.

ARTICLE 113.—Si l'engagé, par suite d'une condamnation, interrompt son travail, l'exécution du contrat d'engagement est suspendue. Le contrat ne reprend ses effets qu'à l'expiration de la peine encourue; il est alors prolongé de plein droit pour une durée égale à celle de l'interruption résultant de la condamnation.

Cette disposition est aussi applicable pour durée égale à celle de l'interruption résultant de maladies dues à l'inconduite de l'engagé, constatées par le registre de l'hôpital.

ARTICLE 114.—Dans la première semaine de chaque mois, l'engagiste transmet au syndic de sa circonscription les états des journées supplémentaires qu'il aura à réclamer de ses engagés, et il ne pourra être accordé de remploi de journées que pour cellement dues après vérification.

Tout engagiste est tenu d'indiquer sur son livre de paiement en regard du nom et du numéro de chaque engagé absent, la nature de son absence, sa date et la reprise de son travail.

ARTICLE 115.—Aucune retenue sur les salaires nets ni aucune prolongation d'engagement ne peuvent être opérées pour cause d'absence, si les salaires dûs à l'engagé pour les mois précédents ne lui ont pas été préalablement versés.

ARTICLE 116.—L'immigrant dont l'engagement est prolongé pour cause d'absence ou pour tous autres motifs a, pendant cette prolongation, droit aux avantages et est tenue aux obligations stipulées dans son contrat, sous la réserve contenue en l'article 112.

ARTICLE 117.—Tout immigrant qui s'absente pendant plus de trois jours de chez son engagiste est réputé en état de désertion. Tout engagiste dont l'engagé est en état de desertion, est tenu d'en donner avis, dans les cinq jours, au syndic de sa circonscription.

Celui-ci avise immédiatement la police et lui transmet le signalement du déserteur et toutes indications utiles.

Il est tenu dans chaque bureau de police un registre des communications faites par le syndic.

ARTICLE 118.—Tout immigrant qui ne justifie pas d'un engagement regulier ou d'une dispense d'engagement, est reputé être en état de vagabondage.

Est réputé également en état de vagabondage tout immigrant qui, bien que regulièrement engagé, est en état de desertion depuis plus d'un mois.

CHAPITRE X.

Des immigrants inconnus et des immigrants sans engagement.

ARTICLE 119.—Tout immigrant dont l'identité n'a pu être établie, est dirigé, par les soins du syndicat, sur le bureau central de l'immigration.

Si les recherches faites au bureau central demeurent infructueuses, l'immigrant est placé au dépôt colonial pendant un laps de temps qui ne peut excéder quinze jours.

Pendant ce temps, il est procédé concurremment par le syndicat et la police, à toutes les recherches propres à établir son identité. Le nom qu'il s'attribue et son signalement sont insérés au *Journal officiel* et affichés à la porte du bureau central d'immigration, du syndicat et du dépôt colonial.

ARTICLE 120.—Si, à l'expiration de l'enquête, l'identité de l'immigrant n'a pu être établie il est déféré au tribunal compétent comme étant en état de vagabondage.

Si son identité est établie, le bureau central de l'immigration le remet ou le fait conduire à son engagiste, sans préjudice des poursuites qu'il peut encourir comme vagabond ou pour désertion.

ARTICLE 121.—Tout immigrant inconnu ou sans engagement qui a été condamné comme vagabond, est, à l'expiration de sa peine, conduit au dépôt colonial, où il est placé pendant six mois au plus, pour contracter un engagement ou faire établir définitivement son identité.

En cas d'engagement il est immatriculé, sous le uom qu'il s'attribue, sur un registre spécial tenu au bureau central.

L'engagement ainsi contracté est de plein droit rompu si le véritable engagiste de l'immigrant demande l'exécution du contrat passé en son nom.

Si à l'expiration des six mois prévus par le premier paragraphe du présent article, l'immigrant n'a pas contracté d'engagement ou fait connaître son véritable nom, il est rapatrié d'office.

ARTICLE 122.—L'immigrant inconnu ou sans engagement qui, bien que poursuivi comme vagabond, n'a pas été condamné, est placé au dépôt communal conformément au § 2° de l'article 132. Toutes les dispositions de l'article 121 lui sont applicables, sauf celle qui concerne le lieu du dépôt.

CHAPITRE XI.

Des immigrants demandant à être dispensés d'engagement.— Des permis de séjour qui peuvent leur être accordés.

ARTICLE 123.—Tout immigrant qui, à l'expiration de son engagement, désire obtenir l'autorisation de séjourner librement dans la colonie, doit adresser à cet effet une requête au Directeur de l'intérieur et, à l'appui de cette requête, les pièces suivantes :

1° Un certificat du syndic de son canton, constatant que le requérant est libre d'engagement et qu'il est de bonnes vie et mœurs ;

2° Une attestation du maire de sa commune établissant que ses revenus ou son travail lui assurent des moyens d'existence suffisants et réguliers.

Sur le vu de ces pièces et sur le rapport qui lui est fait par le Directeur de l'intérieur après avis du Protecteur des immigrants, le Gouverneur accorde ou refuse le permis de séjour demandé.

ARTICLE 124.—Le permis de séjour entraîne de plein droit, pour le titulaire, la dispense de l'obligation de l'engagement et lui confère, pendant sa durée, le bénéfice des dispositions de l'article 13 du code civil.

La dispense de l'obligation de l'engagement et la jouissance des droits civils accordés par le présent article au titulaire du permis de séjour s'étendent de droit à sa femme et à ses enfants mineurs, légitimes ou reconnus. Le permis de séjour peut toujours être révoqué par le gouverneur.

CHAPITRE XII.

Du dépôt colonial et des dépôts communaux.

ARTICLE 125.—Il est établi à Saint-Denis un dépôt colonial, et dans chacune des communes de l'île un dépôt communal des immigrants

ARTICLE 126.—Le dépôt colonial est destiné à recevoir:

1° Les immigrants à leur arrivée dans la colonie, du jour de leur sortie du Lazaret jusqu'à celui de leur remise à leurs engagistes;

2° Les immigrants à rapatrier et qui se trouvent sur le point de leur départ;

3° Les immigrants retirés d'une propriété par ordre du gouverneur, conformément aux articles 172, 173 et 174;

4° Les immigrants condamnés libérés qui, étant sans engagement, ont opté pour les rapatriement;

5° Les immigrants à rapatrier d'office par les ordres du Gouverneur.

ARTICLE 127.—Le dépôt colonial est divisé en deux sections:

La première section contient les individus appartenant aux trois premières catégories indiquées ci-dessus; la deuxième, les individus appartenant aux autres catégories.

Chaque section est divisée en deux quartiers séparés.

Le premier est affecté aux hommes et aux enfants du sexe masculin âgés plus de dix ans; le deuxième aux femmes et aux enfants des deux sexes âgés de moins de dix ans.

ARTICLE 128.—Les immigrants placés au dépôt ont droit aux prestatations en nature déterminées par le présent décret pour les immigrants engagés.

ARTICLE 129.—Les frais occasionnés par le séjour au dépôt des immigrants sont à la charge de leur introducteur si les immigrants se trouvent dans les cas prévus par le § 1° de l'article 126; ils sont à la charge de l'engagiste si les immigrants se trouvent dans les cas prévus par les §§ 2° et 3° de l'article 126; mais seulement pour la part afférente à un séjour de cinq jours.

Dans tous les autres cas les frais de dépôt sont à la charge de la colonie.'

ARTICLE 130.—Les immigrants appartenant à la première section du dépôt colonial ne sont pas astreints au travail. S'ils demandent à travailler, ils reçoivent une solde qui est de 30 centimes pour les hommes adultes, 25 centimes pour les femmes et 15 centimes pour les enfants par journée de travail effectif.

Les immigrants de la seconde section sont astreints au travail. Ils ne reçoivent aucun solde. Ils ne peuvent être employés à des travaux extérieurs.

Les immigrants invalides ou malades sont dispensés de travail; ils reçoivent les soins médicaux qui leur sont nécessaires.

ARTICLE 131.—Le dépôt colonial est ouvert tous les jours de dix heures à cinq heures aux personnes qui se présentent munies d'un permis du Protecteur des immigrants ou du syndic.

Toutes facilités sont données aux engagistes pour reconnaitre leurs engagés.

ARTICLE 132.—Les dépôts communaux sont destinés à recevoir:

1° Les immigrants à repatrier non autorisés à demeurer chez leur ancien engagiste, conformément à l'article 92, et pour lesquels le moment d'être dirigés sur le dépôt colonial n'est pas arrivé;

2° Ceux dont l'engagement a été rompu pour infirmités physiques, conformément à l'article 39, et généralement tous ceux qui se trouvent sans engagement ou dans une position irrégulière, sans qu'il y ait cependant lieu de les considérer comme vagabonds;

3° Ceux dont le maintien à la disposition du syndic, du commissaire de police ou de l'autorité judiciaire est nécessaire à l'instruction d'une plainte ou d'une reclamation, sans que ce délai puisse excéder quarante huit heures.

ARTICLE 133.—Les dispositions des articles 127 paragraphe dernier, 128, 129, 130 (paragraphes 1 et 3) et 131, sont applicables aux dépôts communaux avec cette distinction que les immigrants valides y sont employés, sur leur demande, à des travaux communaux et que leur solde et leur entretien sont la charge à des communes.

CHAPITRE XIII.

Des procès-verbaux dressés par les fonctionnaires et agents du service de l'immigration.—De la poursuite des délits et contraventions spéciaux à l'immigration.—Des juridictions appelées à en connaître et particulièrement des tribunaux de police.—De la conversion des amendes en journées de travail.—Du casier des immigrants établi au bureau central de l'immigration.

ARTICLE 134.—Les procès-verbaux dressés par les fonctionnaires et agents du service de l'immigration sont remis dans le mois de leur date, par le Protecteur des immigrants, au Procureur de la République ou aux commissaires de police, pour recevoir la suite qu'ils comportent.

ARTICLE 135.—Les infractions spéciales à l'immigration constituent, d'après les distinctions spécifiées dans les articles suivants du présent décret, des délits ou des contraventions.

ARTICLE 136.—Les délits sont poursuivis devant les tribunaux de police correctionnelle, les contraventions de police devant les tribunaux de simple police, les poursuites sont exercées devant les tribunaux correctionnels à la requête du Procureur de la République et devant les tribunaux de simple police à la requête du commissaire de police, de syndic entendu.

ARTICLE 137.—Dans les communes et sections de communes où il n'existe pas de juges de paix, le tribunal de simple police est constitué par le maire et l'un des ses adjoints. A défaut du commissaire de police, un adjoint ou un conseiller municipal désigné par le Procureur de la République remplit le rôle du ministère public. Les fonctions de greffier sont confiées à un secrétaire de mairie qui prête serment à cet effet, entre les mains du Maire ou de l'adjoint.

ARTICLE 138.—Les syndics des immigrants assistent aux audiences des justices de paix, conformément à l'article 9 du décret du 30 mars 1881 et présentent les observations qu'ils jugent utiles.

ARTICLE 139.—Dans les cas prévus par les articles 164 et suivants, les parties sont appelées devant le tribunal par un simple avertissement.

Cet avertissement est donné sans frais par la personne exerçant les fonctions du ministère public près du tribunal, conformèment aux articles 136 et 137.

ARTICLE 140.—Les décisions des tribunaux de simple police sont transcrites sur un registre spécial dont un extrait est adressé mensuellement au Procureur général et au syndic de la localité ; elles indiquent toujours le motif et la nature de la condamnation.

ARTICLE 141.—Les amendes et les condamnations aux frais et dépens prononcées par les juges de paix sont de droit, en cas de non-paiement, converties en journées de travail, pour le compte de la colonie ou des communes, à raison de 1 fr. la journée.

Les travaux résultant de conversions d'amendes frais ou dépens en journées de travail s'exécutent dans l'intérieur des ateliers de discipline, sauf dans les cas suivants, où ils s'exécutent au dehors :

1° Si l'agglomération des travailleurs dans les ateliers de discipline est de nature à compromettre la santé des immigrants qui y sont employés ou la santé publique ;

2° Si l'immigrant a manifesté le désir d'être employé aux travaux extérieurs, il doit être à cet effet interpellé par le juge, mention est faite de sa réponse dans l'extrait du jugement.

ARTICLE 142.—Le juge, après chaque décision rendue, interpelle le condamné de déclarer s'il entend s'acquitter et le prévient que, faute de ce faire, sa condamnation sera convertie en journées de travail, à moins que l'engagiste ne s'oblige à payer au lieu et place de l'engagé, conformément au § 2 de l'article 57.

ARTICLE 145.—Si le condamné déclare vouloir s'acquitter, il verse immédiatement, ou dans un délai que lui impartit le juge et qui ne peut être moindre de cinq jours, le montant de sa condamnation entre les mains du receveur de l'enregistrement et des domaines, qui lui délivreun reçu.

Dans le cas contraire, extrait de la décision rendue, visé par le juge, est immédiatement remis au commissaire de police.

Le condamné aura toujours la faculté de se libérer, dans le cours le l'exécution de la peine, du surplus de sa condamnation.

ARTICLE 144.—Les dispositions des articles 141, 142 et 143 sont applicables en cas de condamnation prononcée par un tribunal de police correctionnelle sur appel d'un jugement de simple police.

ARTICLE 145.—Les greffiers de la cour d'appel, des cours d'assises et des tribunaux correctionnels sont tenus, dans les dix jours du prononcé de tout arrêt ou jugement de condamnation rendu contre un immigrant ou un engagiste, de déliverer au Protecteur des immigrants un bulletin de condamnation dans la forme des bulletins n° 1, prescrits par la circulaire du garde des sceaux du 6 novembre 1850; ces bulletins mentionnent le numéro de matricule générale du condamné, s'il est immigrant.

Il leur est alloué pour chaque bulletin fourni et sur la production d'un état visé par le Protecteur des immigrants un droit de 25 centimes.

Les greffiers des tribunaux de simple police sont tenus d'adresser au syndic des immigrants, du 1er au 5 de chaque mois, le relevé des condamnations prononcées pendant le mois précédent contre les immigrants et les engagistes.

Il est alloué au greffier des justices de paix, pour chacun des articles qui y sont portés un droit de 10 centimes.

ARTICLE 146.—Les manquements aux dispositions des articles précédents entraînent contre les greffiers une amende de 5 fr. par manquement constaté.

ARTICLE 147.—Il est établi au bureau central de l'immigration, au moyen des extraits et des états délivrés par les greffiers au Protecteur et aux syndics, un casier dit "casier des renseignements," tenu de la même manière qui les casiers judiciaires.

Toutes les condamnations criminelles ou correctionnelles prononcées contre les immigrants sont portées á la matricule générale et avis en est donné par le bureau central au syndic du lieu de leur résidence.

Le syndic les mentionne sur la matricule syndicale.

Les condamnations prononcées contre les immigrants ne doivent pas être portées sur les livrets. Communication peut en être donnée par les syndics aux personnes qui désirent passer avec eux des contrats de service.

CHAPITRE XIV.

Des infractions au présent décret.

ARTICLE 148.—Sont qualifiés délits, les faits prévus par les articles suivants:

ARTICLE 149.—Tout immigrant qui ne justifie pas d'un engagement régulier ou d'une dispense d'engagement, ou qui, étant régulièrement engagé, est en état de désertion de chez son engagiste depuis plus d'un mois, est réputé en état de vagabondage et passible d'un emprisonnement de trois mois à six mois.

Est également réputé en état de vagabondage et puni des mêmes peines tout immigrant dont l'identité, après l'enquête prescrite et le délai imparti par les articles 119 et 120 du présent décret, n'a pas été établie.

ARTICLE 150.—Tout engagement dont, par suite d'un accord frauduleux entre les parties contractantes, les conditions ne seront pas remplies, particulièrement en ce qui concerne l'emploi effectif de l'engagé par l'engagiste, toute sous-location de travail faite contrairement aux dispositions de l'article 42 du présent decret constitue un engagement fictif.

Les parties contractantes sont punies d'un emprisonnement d'un mois à un an et d'une amende de 100 à 500 fr.; l'engagement est nul.

ARTICLE 151.—Quiconque, à l'aide de violences, voies de fait, menaces, manœuvres frauduleuses, dons ou promesses, a déterminé des gens de travail à abandonner, pendant le cours de leur engagement, l'exploitation ou l'atelier auquel ils sont attachés, est puni d'un emprisonnement d'un mois au moins à deux ans au plus, et peut être condamné à une amende de 100 à 500 fr.

ARTICLE 152.—Tout immigrant qui s'est introduit dans une habitation ou dans un atelier, contrairement à la volonté du propriétaire, de son representant ou du chef d'atelier, est puni

d'une amende de 5 fr. à 100 fr. et d'un emprisonnement de cinq à quinze jours, s'il se trouvait dans l'un des cas ci-après :

1° S'il était porteur d'armes ;

2° S'il a provoqué au desordre ou à l'abandon du travail ;

3° S'il a adresse des injures au propriétaire, à sa famille ou à ses préposés.

L'amende est de 101 à 400 fr. et l'emprisonnement de seize jours à deux ans :

1° S'il introduction a eu lieu en présence de plusieurs personnes ;

2° S'i'l a fait d'usage d'armes ;

3° Ou s'il y a eu menace de s'en servir ;

4° Ou si les provocations ont été suivies d'effet.

Le tout sans préjudice des peines plus graves qui, en raison des circonstances de fait, seraient prononcées par le code pénal.

ARTICLE 153.—Tout obstacle apporté par un engagiste ou par ses représentants ou employés, aux visites, aux vérifications et inspections prévues par présent decret est puni d'une amende de 25 à 300 fr., sans préjudice des peines plus graves édictées par le code, à raison des circonstances du fait.

ARTICLE 154.—Tout immigrant qui s'est fait délivrer, soit en donnant un faux nom, soit à l'aide de toute autre manœuvre frauduleuse, une carte d'identité, un laissez-passer, un permis de circulation ou un permis de séjour, est puni d'un emprisonnement de trois mois à un an.

Est puni des mêmes peines :

1° Tout individu qui a aidé l'immigrant à obtenir ou à se faire remettre les pièces énoncées ci-dessus ou les lui a procurées ;

2° Tout immigrant qui a fait usage sciemment d'une des dites pièces frauduleusement obtenues ou d'une de ces délivrées à un autre que lui.

ARTICLE 155.—Tout capitaine, maître ou patron de navire introducteur, qui a laissé descendre à terre un immigrant d'y avoir été autorisé par le Protecteur des immigrants, est puni d'une amende de 25 à 100 fr. pour chaque individu débarqué. Il peut, en outre, être condamné à un emprisonnement de six à quinze jours.

ARTICLE 156.—Tout immigrant qui, à l'occasion des faits ayant trait à sa condition d'engagé, porte de mauvaise foi contre son engagiste, soit directement, soit par l'intermédiaire d'une autorité étrangère, une plainte qui, d'après information judiciaire ou enquête administrative est reconnue fausse ou mal-fondée par l'autorité judiciaire, est puni d'un emprisonnement de six jours à un mois et d'une amende de 16 à 25 fr. ou de l'une de ces deux peines seulement.

La même peine est encourue par tout engagiste qui, dans les mêmes conditions, porte contre son engagé une plainte reconnue fausse ou mal-fondée.

ARTICLE 157.—Sont qualifiés contraventions de police les faits prévus par les articles suivants :

ARTICLE 158.—Quiconque engage ou emploie sciemment à son service des immigrants qui ne sont pas libres de tout engagement, est puni d'une amende de 50 à 100 fr , et, en cas de récidive, d'un emprisonnement de cinq jours au plus, outre l'amende.

ARTICLE 159.—Tout immigrant qui s'est introduit daus une habitation ou dans un atelier contrairement à la volonté du propriétaire, de son representant ou du chef d'atelier, si son introduction n'a été accompagnée d'aucune des circonstances aggravantes prevues par l'article 152 est puni d'une amende de 5 à 100 fr.

ARTICLE 160.—Tout engagiste qui ne se conforme pas aux prescriptions du présent decret, en ce qui touche l'établissement, l'installation et la tenue des hôpitaux, le nombre des infirmiers et la quantité des médicaments, les mesures extraordinaires nécessitées par les épidémies ou les maladies contagieuses, l'abonnement avec un médecin et les soins médicaux à donner aux engagés, est passible d'une amende de 16 à 100 fr.

Tout engagiste qui ne se conforme pas aux dispositions de l'article 80 est puni d'une amende de 5 à 15 francs.

ARTICLE 161.—Tout engagiste qui mis en demeure par le Protecteur des immigrants, conformément aux dispositions des articles 45 et 46, de fournir à ses engagés un logement convenable, ne s'est pas mis en règle dans le délai qui lui a été imparti, est puni d'une amende de 16 à 100 francs.

ARTICLE 162.—Tout engagiste qui ne se conforme pas aux prescriptions du présent décret, aux stipulations du contrat d'engagement en ce qui touche la qualité et la quantité des rations la fourniture des rechanges, le paiement des salaires, la durée du travail et les

journées de repos, et qui persiste, après avoir été averti officiellement par le Protecteur des immigrants, à ne pas s'y conformer, est puni d'une amende de 16 à 100 fr.

ARTICLE 163.—1° Tout engagiste qui, dans les huit jours qui précéderont la fin de l'engagement d'un de ses engagés, n'adresse pas au syndic de sa circonscription le livret primata et la déclaration prescrite par l'article 33 ;

2° Tout engagiste qui, sous-louant le travail de ses engagés néglige de remettre au bureau central de l'immigration l'état prescrit par l'article 43 ;

3° Tout engagiste qui ne remet pas à ceux de ses engagés dont il sous-loue le travail l'autorisation prescrite par l'article 43 ou omet de la faire viser par le syndic, ainsi qu'il est dit dans le même article ;

4° Tout engagiste qui ne tient pas ou qui tient d'une manière incomplète les registres prescrits par l'article 53 ;

5° Tout engagiste qui ne donne pas au syndic l'avis prescrit par l'art. 56, paragraph 2, ou qui ne se conforme pas aux prescriptions du dit article ;

6° Tout engagiste qui ne tient pas ou qui tient d'une manière incomplète le registre d'hôpital prescrit par l'article 78 ;

7° Tout engagiste ou représentant qui n'a pas donné au syndic l'avis prescrit par l'article 82 ;

8° Tout engagiste qui n'a pas donné au syndic l'avis de désertion prescrit par l'article 117, paragraphe 2, est puni d'une amende de 5 à 15 fr.

ARTICLE 164.—Tout fait tendant àtroubler l'ordre ou le travail dans les a teliers, chantiers, fabriques ou magasins, tout manquement grave des ouvriers ou travailleurs envers ceux qui les emploient, ou de ces derniers envers ceux qu'ils emploient, est puni d'une amende de 5 à 25 fr. sans préjudice des peines plus fortes encourues en raison des circonstances du fait.

ARTICLE 165.—Tout immigrant non dispensé d'engagement, qui ne peut représenter sa carte d'identité aux agents du service de l'immigration, à la police, à la gendarmerie, aux gardes forestiers ou aux gardes champêtres, quand il en est requis, est puni d'une amende do 1 à 5 fr

Tout domestique qui ne reside pas chez son engagiste, est passible de la même peine, à moins qu'il n'ait été autorise par l'engagiste.

ARTICLE 166.—Tout immigrant qui est trouvé hors de la residence de sa commune, et qui ne represente pas l'autorisation prescrite par l'art. 135 ou par l'art. 106, ou les permis de circulation et les laissez-passer prevus par les art. 107 et 108, est puni d'une amende de 1 à 15 fr.

ARTICLE 167.—Tout immigrant qui, ayant obtenue un permis de circulation ou un laissez-passer, ne le soumet pas aux visas exigés par les art. 107, 108, et 109, ou se touve hors de li commune a lui indiquée, est puni d'une amende de 1 à 15 fr.

ARTICLE 168.—Tout immigrant qui est absent de chez son engagiste sans motif légal depuis plus de trois jours et depuis moins d'un mois est réputé en état de désertion et puni d'une amende de 10 à 50 fr.

Il peut être également puni d'un emprisonnement de un à quinze jours.

ARTICLE 169.—Tout immigrant qui tient son logement dans un état de malpropreté ou d'insalubrité habituelle, ou qui a laissé divaguer des animaux lui appartenant et occasionné ains un dommage sur la propriété de son engagiste, est puni d'une amende de 1 à 15 francs.

ARTICLE 170—Les dispositions de l'art. 463 du code pénal sont applicables aux délitsi contractions de police prévus par le présent décret.

CHAPITRE XV.

Droit de veto en matière d'engagement et droit de retail des engagés.

ARTICLE 171.—Le Gouverneur de la colonie, en Conseil privé, peut, par l'excercice d'un droit de *veto* qui lui est spécialement réservé, donner ordre qu'aucun contrat d'engagement ou de réengagement ne soit passé avec l'engagiste qui a subi, dans le cours des deux années précédentes, une condamnation pour mauvais traitements envers ses engagés on manquement grave aux obligations résultant du contrat, ou pour avoir commis le délit d'engagement fictif, tel qu'il est defini à l'article 150

La durée de cette interdiction est fixée dans l'ordre du Gouverneur, mais celui-ci a la faculté de la restreindre ultérieurement. Elle ne peut excéder trois ans.

ARTICLE 172.—Le Gouverneur, en conseil privé, a de plus le droit de retirer de la propriété de l'engagiste visé dans l'article précédent la totalité ou une partie de ses engagés.

ARTICLE 173.—L'exercice du droit de veto et du droit de retrait est expressément limité aux cas indiqués dans l'article 171.

Il est, en outre, soumis aux conditions suivantes:

1° Avant de se prononcer sur le retrait des engagés le Gouverneur fait mettre l'engagiste en demeure de fournir par écrit, dans un délai de quinze jours, les raisons qu'il a à faire valoir contre cette mesure;

2° L'ordre du retrait est révoqué sur la demande de toute personne intéressée si, avant la mise à exécution, ou à ce moment même, l'engagiste condamné a cessé d'habiter et de gérer la propriété sur laquelle se trouvent les immigrants;

3° L'ordre de retrait est publié dans tous les journaux de la colonie au moins vingt jours avant qu'il s'exécute.

4° Le Gouverneur rend compte au ministre de la marine et des colonies des mesures qu'il a prises en vertu des articles 171 et 172, sans toutefois que l'exécution en soit ajournée.

ARTICLE 174.—Les immigrants retirés d'une propriété sont placés au dépôt colonial pour être rapatriés, ou pour contracter, s'ils le préfèrent, un nouvel engagement.

CHAPITRE XVI.

Dispositions générales.

ARTICLE 175.—Sont et demeurent abrogées toutes les dispositions contraires au présent décret.

ARTICLE 176.—Le ministre de la marine et des colonies est chargé de l'exécution du présent décret qui sera inséré au *Bulletin des lois*, au *Bulletin officiel* de l'administration des colonies et aux *Journaux officiels* de la métropole et des colonies.

Fait à Mont-sous-Vaudrey, le 27 août 1887,

Par le Président de la République,

JULES GREVY.

Le sénateur, Ministre de la marine et des colonies,
E. BARBEY.

APPENDIX L.

DÉCRET.

LE PRÉSIDENT DE LA RÉPUBLIQUE FRANÇAISE,

Sur le rapport du Ministre de la Marine et des Colonies;

Vu les décrets des 13 février et 27 mars 1852, concernant l'immigration et le régime du travail aux colonies,

Vu la convention conclue le 1er juillet 1861 entre la France et la Grande-Bretagne pour régler l'immigration des travailleurs indiens dans les colonies françaises,

Vu le sénatus-consulte du 4 juillet 1866 qui règle la constitution des colonies de la Martinique, de la Guadeloupe et de la Réunion,

Vu le décret du 11 août 1866 déterminant le mode d'approbation des délibérations prises par les Conseils généraux des dites colonies,

Vu la délibération du Conseil général de la Réunion, en date du 14 juillet 1880;

Le Conseil d'Etat entendu,

DÉCRÉTE:

ARTICLE 1er.—La protection des immigrants à la Réunion est confiée à un service spécial dit "Service de l'immigration."

Le chef de service est nommé par le Président de la République; il porte le titre de "Protecteur des immigrants" et est placé sous l'autorité directe du Gouverneur de la Colonie.

Il assiste de droit au Conseil privé avec voix consultative lorsqu'il y a lieu de discuter des questions concernant le service de l'immigration.

Les dépenses concernant le service de l'immigration sont liquidées et ordonnancées sur la proposition du Protecteur des immigrants par le Directeur de l'intérieur au même titre que toutes celles qui sont imputables au budget local.

ARTICLE 2.—Sont qualifiés immigrants les travailleurs asiatiques ou africains introduits à la Réunion dans les conditions prévues par le décret du 27 mars 1852. Tous autres travailleurs, quels que soient leur pays d'origine et leur nationalité, sont soumis aux principes de droit commun qui régissent le louage de services en France, notamment à l'art 1142 du code civil.

Sont considérés comme immigrants jusqu'à leur majorité tous les enfants nés dans la Colonie de parents immigrants ou introduits avec eux.

L'immigrant engagé est celui qui a loué son travail pour un temps et sous des conditions déterminées par un contrat régulièrement passé dans son pays d'origine ou dans la colonie. L'engagiste est la personne envers laquelle l'immigrant est engagé.

ARTICLE 3.—Le personnel du service de l'immigration est composée de: du protecteur, chef du service, et du nombre de syndics, de commis, d'expéditionnaires, d'interprètes et d'agents inférieurs de tous ordres, reconnu nécessaire par l'Administration coloniale tant pour le service général que pour le bureau central de St. Denis dans les limites des crédits votés par le Conseil général.

Le personnel composant le bureau central est considéré comme détaché de la Direction de l'Intérieur.

Il y a dans chaque canton un syndic titulaire. Dans les communes non chefs-lieux de canton, à défaut de syndics titulaires, les sécrétaires de mairies et des agences municipales peuvent remplir les fonctions de syndics, sous la surveillance et la responsabilité des syndics cantonnaux.

ARTICLE 4.—Nul ne peut être fonctionnaire, employé ou agent du service de l'immigration s'il n'est français, âgé de vingt et un ans accomplis.

Cette disposition ne s'applique ni aux interprètes ni aux garçons de bureau faisant fonctions d'interprètes.

ARTICLE 5.—Le protecteur des immigrants est chargé, sous l'autorité du Gouverneur, de la protection générale des immigrants. Il correspond directement pour tout ce qui concerne son service tant avec les chefs d'Administration, les chefs de service qu'avec les Maires, les commissaires de police et les engagistes.

ARTICLE 6.—Le protecteur des immigrants a dans ses attributions le contrôle de l'introduction des immigrants et de la conclusion de leurs contrats d'engagements ainsi que les mesures à prendre pour leur rapatriement.

Il veille à la tenue des registres de l'immatriculation tant au bureau central que dans les syndicats à la confection des livrets, à l'inscription des transferts, des résiliations d'engagement, des naissances, des mariages, des décès, des changements de résidence et en général à la tenue de toutes les écritures nécessitées par le service de l'immigration.

ARTICLE 7.—Le protecteur des immigrants visite personnellement au moins une fois par an les habitations, ateliers agricoles ou industriels et autres établissements privés employant des immigrants. Ce droit de visite ne s'étend pas au domicile privé de l'engagiste.

Il reçoit les plaintes des engagistes et engagés et y donnent la suite qu'elles comportent.

Il inspecte les hôpitaux, les logements, les camps, il s'assure de la qualité des vivres, de l'exactitude des poids et mesures servant aux distributions.

Il inspecte les livrets, les registres de décompte et d'hôpital, le contrôle du travail journalier aux champs et à l'usine, tous les documents ayant trait à la situation et au régime des engagées.

Il vérifie le nombre des engagés et leur identité.

Le protecteur sera accompagné, une fois par an et plus si c'est nécessaire, par un médecin désigné par le Gouverneur.

Un rapport sur l'état général des hôpitaux et de la santé générale des immigrants sera remis par le médecin au protecteur pour être adjoint au rapport de fin d'année prescrit par l'article 10.

Le protecteur des immigrants a le droit de visiter toutes les fois qu'il le juge convenable, les établissements publiques dans lesquels se trouvent à un titre quelconque des travailleurs immigrants. Il rend compte de cette visite dans un rapport adressé au Gouverneur, mais il ne peut s'immiscer au régime intérieur de ces établissements.

ARTICLE 8.—Le protecteur dilige les immigrants pour tout ce qui touche à l'exercice des actions judiciaires qu'ils auraient à intenter, à l'occasion de leurs contrats de travail. Il a seul qualité, par lui-même, soit par un délégué pour représenter, quand il le juge à propos, les immigrants dans leurs actions judiciaires.

Il est encore chargé de les diriger dans les placements qu'ils auraient à faire de toutes les sommes qu'ils désireraient mettre à l'épargne ou envoyer à leur famille.

Le protecteur des immigrants et les syndics sont investis de la qualité d'officier de police judiciaire pour ce qui concerne la constatation des délits et contraventions en matière d'immigration.

Ils sont en cette qualité soumis à la surveillance du Procureur général sans préjudice de leur devoir de subordination vis-à-vis de leurs supérieurs administratifs.

Les procès-verbaux feront foi jusqu'à preuve du contraire.

ARTICLE 9.—Les syndics cantonaux et les syndics auxiliaires assurent sous les ordres du Protecteur la marche du service.

Ils sont chargés de recevoir les contrats d'engagements et de rengagements, les transferts et les cessions d'engagements.

Les syndics cantonaux sont astreints à une visite trimestrielle sur chaque habitation de leur canton.

En cas de plainte de la part des engagistes ou des engagés, le syndic cantonal se transporte sur les lieux pour vérifier l'exactitude des faits. Il peut être également délégué par le protecteur pour des visites analogues.

Les syndics assistent à toutes les audiences de justice où des immigrants sont en cause. Ils sont convoqués à cet effet par le Greffier.

ARTICLE 10.—Le protecteur des immigrants adresse chaque année au Gouverneur un rapport général sur l'ensemble du service de l'immigration pour être transmis au Ministre de la marine et des colonies.

ARTICLE 11.—Le Ministre de la marine et des colonies est chargé de l'exécution au présent décret qui sera inséré au Bulletin des Lois, au Bulletin officiel de la marine et des colonies et aux journaux officiels de la metropole et des colonies.

Fait à Paris, le 30 mars 1881.

Par le Président de la République :
JULES GREVY.
Le Ministre de la Marine et des Colonies.
G. CLOUÉ.

Pour copie conforme :
Le Directeur de l'intérieur,
ED. MANÈS.

Vu pour enregistrement à la Cour d'appel :
Par le Gouverneur :
Le Gouverneur,
CUINIER.
Le Procureur général,
P. CHRÉTIEN.

DECRET.

LE PRÉSIDENT DE LA RÉPUBLIQUE FRANCAISE.

Sur le rapport du Ministre de la marine et des colonies ;

Vu le décret du 7 août 1879 confirmant la nomination de M. d'Esménaid, en qualité de Protecteur des immigrants, chef du service de l'immigration à la Réunion.

Vu le décret du 30 mars 1881 réglementant le service de l'immigration dans cette Colonie ;

Considérant que cet acte a apporté de profondes modifications dans les attributions et la situation du chef du service de l'immigration.

DECRÈTE :

ARTICLE 1er.—M. d'Esménard (Jean-Baptiste Henri Alfred) est nommé chef du service de l'immigration, protecteur des immigrants à l'île de la Réunion.

ARTICLE 2.—Le Ministre de la marine et des colonies est chargé de l'exécution du présent,

Fait à Paris, le 30 mars 1881.

Par le Président de la République :
JULES GREVY.
Le Ministre de la marine et des colonies,
G. CLOUÉ.

Pour copie conforme :
Le Directeur de l'Intérieur,
ED. MANÈS.

Vu pour l'enregistrement à la Cour d'appel :
Par le Gouverneur :
Le Gouverneur,
CUINIER.
Le Procureur général,
P. CHRETIEN.

APPENDIX M.

RÉPUBLIQUE FRANCAISE.

Liberté, Egalité, Fraternité.

CIRCULAIRE.

M. DUFOUR BRUNET, *Procureur Général, Chef du Service Judiciaire à l'Ile de la Réunion* —à *MM. les Procureurs de la République de* SAINT DENIS *et de* ST. PIERRE.

A plusieurs reprises, vos prédécesseurs, soit sur l'invitation du Parquet Général, soit de leur initiative propre, ont adressé à leurs auxiliaires, et notamment aux commissaires de police placés sous leurs ordres, des circulaires ayant pour but d'assurer la stricte exécution de la loi du 23 Janvier 1873 sur l'ivresse publique.

Je sais que l'on verbalise régulièrement ; j'en veux pour preuve le dernier relevé que m'a fait parvenir le parquet de St. Denis, d'où résulte que, depuis le 1er Janvier 1892, dans l'arrondissement du Pent, 734 procès-verbaux ont été dressés, en vertu de la loi ci-dessus, 594 contre des Européens, créoles et des cafres, et 140 contre des indiens. Je sais aussi que des poursuites et des condamnations interviennent toutes les fois que les infractions sont suffisamment prouvées.

Cependant, comme la vente du rhum atteint, chaque année, un chiffre élevé dans la colonie, comme l'alcoolisme n'y est pas en décroissance, et qu'il importe, dans un but de moralisation, de combattre ce vice, qui en engendre tant d'autres, je vous prie de recommander de nouveau à tous les officiers de police judiciaire placés sous vos ordres, d'appliquer et de faire observer, plus rigoureusement que jamais, les dispositions de la loi du 23 Janvier 1873.

Vous savez que le texte de cette loi, doit être affiché à la porte de toutes les mairies et dans la salle principale de tous les cafés, cabarets et autres débits de boissons, et que la lacération du texte ou le défaut d'affichage constitue une infraction punie de peines de police. Il est essentiel de s'assurer par des visites inopinées et fréquentes, faites chez les cabaretiers, cafetiers et débitants, que, sur ce point, la volonté du législateur soit observée. Celui qui la viole n'a pas d'excuse, puisque le Parquet Général a toujours tenu à la disposition de ceux qui en faisaient la demande, le texte imprimé en gros caractère de la loi de 1873.

Fait au Parquet à St. Denis le 21 Juin 1893.

D. BRUNET.

Pour copie conforme :

D. BRUNET,

Le Procureur Général.

APPENDIX N.

LOI :—TENDANT À RÉPRIMER L'IVRESSE PUBLIQUE ET A COMBATTRE LES PROGRÈS DE L'ALCOOLISME.

L'Assemblée nationale a adopté,

Le Président de la République française promulgue la loi dont la teneur suit :

Art. 1er. Seront punis d'une amende de un à cinq francs inclusivement, ceux qui seront trouvés en état d'ivresse manifeste dans les rues, chemins, places, cafés, cabarets ou autres lieux publiques.

Les articles 474 et 483 du Code pénal seront applicables à la contravention indiquée au paragraphe précédent.

2. En cas de nouvelle récidive, conformément à l'article 483, dans les douze mois qui auront suivi la deuxième condamnation, l'inculpé sera traduit devant le tribunal de police correctionnelle et puni d'un emprisonnement de six jours à un mois et d'une amende de seize francs à trois cents francs.

Quiconque, ayant été condamné en police correctionnelle pour ivresse, depuis moins d'un an, se sera de nouveau rendu coupable du même délit, sera condamné au maximum des peines indiquées au paragraphe précédent, lesquelles pourront être élevées jusqu'au double.

3. Toute personne qui aura été condamnée deux fois en police correctionnelle pour délit d'ivresse manifeste, conformément à l'article précédent, sera déclarée par le second jugement incapable d'exercer les droits suivants : 1° de vote et d'élection ; 2° d'éligibilité ; 3° d'être appelée ou nommée aux fonctions de juré ou autres fonctions publiques, ou aux emplois de l'administration, ou d'exercer ces fonctions ou emplois ; 4° du port d'armes, pendant deux ans, à partir du jour où la condamnation sera devenue irrévocable.

4. Seront punis d'une amende de un à cinq francs inclusivement, les cafetiers, les cabaretiers et autres débitants qui auront donné à boire à des gens manifestement ivres ou qui les auront reçus dans leurs établissements, ou auront servi des liqueurs alcooliques à des mineurs, âgés de moins de seize ans accomplis ?

Toutefois, dans le cas où le débitant sera prévenu d'avoir servi des liqueurs alcooliques à un mineur âgé de moins de seize ans accomplis, il pourra prouver qu'il a été induit en erreur sur l'âge du mineur ; s'il fait cette preuve, aucune peine ne lui sera applicable de ce chef.

Les articles 474 et 483 due code pénal seront applicables aux contraventions indiquées aux paragraphes précédents.

5. Seront punis d'un emprisonnement de six jours à un mois et d'une amende de seize francs à trois cents francs, les cafetiers, cabaretiers, ou autres débitants qui, dans les douze mois qui auront suivi la deuxième condamnation, prononcée en vertu de l'article précédent, auront commis un des faits prévus au dit article.

Quiconque, ayant été condamné en police correctionnelle pour l'un ou l'autre des mêmes faits, depuis moins d'un an, se rendra de nouveau coupable de l'un ou l'autre de ces faits, sera condamné au maximum des peines indiquées au paragraphe précédent, lesquelles pourront être portés jusqu'au double.

6. Toute personne qui aura subi deux condamnations en police correctionelle pour l'un ou l'autre dés delits prévus en l'article précédent, pourra être declarée par le second jugement incapable d'exercer tout ou partie des droits indiqués en l'article 3.

Dans le même cas, le tribunal pourra ordonner la fermeture de l'établissement pour un temps qui ne saurait excéder un mois, sous les peines portées par l'article 3 du décret du 29 Décembre mil huit cent cinquante et un.

Il pourra aussi, sous les mêmes peines, interdire seulement au débitant la faculté de livrer des boissons à consommer sur place.

7. Sera puni d'un emprisonnement de six jours à un mois et d'une amende de seize francs à trois cents francs, quiconque aura fait boire jusqu'à l'ivresse un mineur âgé de moins de seize ans accomplis.—Sera puni des peines portées aux articles 5 et 6, tout cafetier, cabaretier ou autre débitant de boissons, qui, ayant subi une condamnation en vertu du paragraphe précédent, se sera de nouveau rendu coupable, soit du même fait, soit de l'un ou de l'autre des faits prévus en l'article 4, 1°, dans le délai indiqué en l'article 5, 2°.

8. Le tribunal correctionnel, dans les cas prévus par la présente loi pourra ordonner que son jugement soit affiché à tel nombre d'exemplaires et en tels lieux qu'il indiquera.

9. L'article 463 du Code pénal sera applicable aux peines d'emprisonnement et d'amende portées par la présente loi — L'article 59 du même Code ne sera pas applicable aux délits prévus par la présente loi.

10. Les procès-verbaux constatant les infractions prévues dans les articles précédents seront transmis au Procureur de la République dans les trois jours au plus tard, y compris celui ou aura été reconnu le fait sur lequel ils sont dressés.

11. Toute personne, trouvée en état d'ivresse dans les rues, chemins, places, cafés, cabarets ou autres lieux publiques, pourra être, par mesure de police, conduite à ses frais au poste le plus voisin, pour y être retenue jusqu'à ce qu'elle ait recouvri sa raison.

12. Le texte de la présente loi sera affiché à la porte de toutes les mairies et dans la salle principale de toutes les mairies et dans la salle principale de tous cabarets, cafés et autres débits de boissons.—Un exemplaire en sera adressé à cet effet à tous les Maires et à tous les cabaretiers, cafetiers et autres débitants de boissons. — Toute personne qui aura détruit ou lacéré le texte affiché sera condamnée à une amende de un à cinq francs et aux frais du rétablissement de l'affiche. — Sera puni de même tout cabaretier, cafetier ou débitant, chez lequel le dit texte ne sera pas trouvé affiché.

13. Les gardes-champêtres sont chargés de rechercher, concurremment avec les autres officiers de police judiciaire, chacun sur le territoire sur lequel il est assermenté, les infractions à la presente loi.

Ils dressent des procès-verbaux pour constater ces infractions.

Délibéré en séance publique, à Versailles, les 16 février, 24 avril 1872 et 23 Janvier 1873.

Le President,

JULES GREVY.

Le Président de la République.

Les Sécrétaires,

Signé : PAUL DE REMUSAT, FRANCISQUE RIVE VICOMTE DE MEAUX, BARON DE BARANTE, ALBERT DESJARDINS, E. DE CAZENOVE DE PRADINE.

Signé : A. THIERS,

Lé Ministre de l'Intérieur.

Signé : E. DE GOULARD.

Le Gouverneur P. I.,

Vu pour l'enregistrement à la Cour d'appel.

Par le Gouverneur :

A LA BORDE.

Le Procureur General,

LEFEVRE.

Loi promulguée dans la Colonie par arrêté de M. le Gouverneur, en date du 29 mai 1873, enregistré à la Cour d'appel le 30 du même mois.

APPENDIX O.

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891.

Number.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Reply of Local Authorities to whom referred.	Remarks.
	1891.				
1	9th January	1. Mariapin Vaithylingom. 2. Manga Pooren (awaiting repatriation, St. Denis).	They refuse to work in the depôt, and in consequence the Directeur gives them no food.	Protector says that the men in the depôts are made to work for the Commune and paid 30 centimes a day for so doing. The complainants having refused to work, the Directeur did refuse to give *them their* rations.	Work at the depôts is quite optional for men awaiting repatriation. They will not be forced to work in future and are not now. The Communal Depôts will be practically abandoned if immigration is resumed. J. W. P. M.-M.
2	13th „	Galisaëb Gourama ("Renaissance" Estate, St. Suzanne).	Complains of loss of sight and inability to continue working in the fields. Engagiste refuses lighter work and demands restitution of bounty.	Engagiste declares that this man, owing to his failing sight, has been treated with the greatest kindness and given very light work; and he threatens to have him prosecuted for this false complaint.	The threatened action was not taken.
3	22nd „	Ramsamy Ajaguerinaiken (Mr. Mazean, "Portail" St. Leu).	Has not been paid for six months	It is quite true that six months' wages are due, but Mr. Mazean has lost 50 bags of sugar through this man's fault and before the Juge de Paix the Indian withdrew his claim for wages.	If the Syndic had seen that the men were paid every month, such a complaint could never have arisen. Quite so. Regular verification of payments is indispensable. J. W. P. M.-M.
4 (See No. 45.)	26th „	Ramsamy Dourgaya (Coopanchetty, an Indian merchant, St. Denis, domesticite.)	He deposited 450 francs in the hands of his engagiste, an Indian merchant, who has become bankrupt and	Out of the 450 francs the Indian has already received 149 francs, and the Protector has taken action to try and	This is evidently not a claim for wages, but a private debt.

			now offers only 50 per cent. of his liabilities. Asked that the debt be placed among the preferential claims, if possible.	recover the remainder.	
5	2nd February	Mardemonton Chotesouri (not yet engaged).	Alleges that Syndic of St. Paul will not allow him to engage where he likes, and uses pressure to make him engage to a friend of his.	Not true! He has received a "laissez-passer" to engage where he chooses and for some time he has been a vagrant; he has borrowed money from several persons to whom he promised to engage.	No blame imputable to Syndic.
5A (See No. 75)	2nd „ .	Tucadon Ramondon (Mr. Belher, St. Benoit).	Wants to know when his engagement will expire.	Engagement will expire on May 21st, next.	
6	10th „ .	Amourdom Mardemodely (Sineya Ramalingom, a jeweller in St. Denis).	Engagiste does not treat her kindly. Asks that her engagement may be cancelled.	Engagiste and engagé are reconciled.	It appears that they had quarrelled about some money affair.
7	12th „ .	Covindin Poungavanom (Mr. Lafosse, St. Benoit).	Engagement said to be over, but livret refused. Syndic tries to induce him to re-engage to M. Hafosse.	Engagement did terminate on the 19th of January, but the Indian owes 114 journées de remploi.	I have no doubt that the Syndic did try to make him re-engage on the understanding that the journées de remploi would be abandoned.
8	13th „ .	Ramincavundin. (Mr. Archambault, St. Denis).	During three days did not go to work in order to repair his hut after the hurricane. He has been arrested and locked up in the police station.	Mr. Archambault employs special workmen to repair his men's huts and the plaintiff was never so employed. He was arrested for illegal absence after he had been away from work six days and for inciting others to desert.	Mr. Archambault is not an unjust master.
9	25th „ .	Mounissamy Parassouranim (Mr. Claverie, St. Suzanne).	While at work in the fields he was hurt by the fall of a stone on his foot. Employer refuses to send him to hospital.	If the man could walk from St. Suzanne to St. Denis, his foot cannot have been so bad as to necessitate his being sent to hospital.	Frivolous.

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891—continued.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Report of Local Authorities to whom referred	Remarks.
	1891.				
10	25th February	Mirassa Sinnavapon . . (Mr. Robert, La Possession).	Engagement is over and employer claims 250 journées de remploi, besides 100 francs advanced during engagement.	Journeés de remploi have all been duly declared and the plaintiff has acknowledged the debt of 100 francs.	
11	26th „ .	Santa Bodia . . . . (Mr. Bosse, St. Paul).	Is ill, and employer instead of giving him medical assistance has broken his engagement and sent him away.	The Indian himself asked that his engagement be cancelled: medical assistance was never refused.	Syndic should not have cancelled the engagement of a man who was ill.
12	26th „ .	Varatin Ponama . . . (Mr. Hibon, St. Denis).	At request of employer he was arrested and locked up in the police station for illegal absence. While in the station a policeman tried to make him work. He refused, whereupon he was assaulted by the policeman. His nose bled and he has a nasty cut under one eye. The Consul having himself seen the injury to the face, one would certainly think that there was a case for making an example of this policeman. J. W. P. M.-M.	Matter placed in the hands of the Parquet, who did not think the assault sufficiently serious to justify the prosecution of the policeman, who admitted having struck the Indian whom he accused of having been very impertinent to him. But the Directeur de l'Intérieur, "par mesure administrative" inflicted eight days' "prison de ville" and loss of pay on the policeman "pour s'être fait justice lui-même"	This is one of the typical cases of refusal to prosecute offenders for assault on Indians. The eight days' "prison de ville" is only a blind. It does not mean much more than our ordinary confinement to barracks.
12*a*	27th „ .	Maugra Megon . . . (Mr. Bellier, Bras Panon).	Says that engagement is over and asks for his livret.	This man owes 756 journées de remploi. He spends his time in desertion and at the atelier de discipline.	He is well-known at the Consulate to be a professional "marron" (deserter).

13	27th „ .	Telapin Mangalour . . (Mr. Lauret, a Commissaire de Police.)	Some time ago he gave the sum of 11 francs to his engagiste to procure for him a "permis de séjour," which he has not yet received.	Charge denied by Commissaire who prosecutes Indian for false accusation.	Prosecution was only threatened, for Parquet allowed the case to drop.
14	2nd March .	Hassensaëb Sulamaly . . (Mr. de Tourris, St. Benoit.)	Is always being sent to Macadam by employer without good reason. Wants to have his engagement cancelled.	This man, it is true, has often been sent to Macadam for desertion and for refusing to work. He is doing all he can to have his engagement cancelled.	Before coming to the Consulate this man had gone to the Protector, who had told him to go back to the Syndic of St. Benoit; but as he came here instead, he was sent back, by a "correspondence."
15	2nd „ .	Mariapin Montoncaoundin . (Mr Adam de Villiers, Ste. Marie.)	Is ill and Mr. Adam will not admit him into hospital. Wants engagement cancelled.	Employer never refused to admit him into hospital. Engagement cannot be cancelled while he is ill.	
16	9th „ .	Thirty Indians from La Chandron Estate. (St. Denis)	Together with 12 Caffers, they complained that they had not received proper rations. There is a shop on the estate where the men are made to pay extortionate prices for what they buy.	Complaint about food quite false, and one of the Indians will be prosecuted for inciting to revolt. The Manager of "La Chandron" has expelled the shopkeeper from the estate.	Drink legislation desirable. Better rice was subsequently given by Governor's order.
17	15th „ .	Palaviandy Maroudé . . (Mr. Maillot, St. Benoit.)	Engagement is over and employer refuses livret. Also claims wages.	All wages have been paid in the presence of the Syndic and the engagement does not expire before the 13th of April next.	I find that this man has often been sent to macadam.
18	20th „ .	Caroupin Ramalingom . . (Coopanchetty, an Indian Merchant in St. Denis.)	Lent 225 francs to his employer, who now refuses to return the money. Employer has also sold six pigs belonging to plaintiff and illegally appropriated the proceeds of the sale.	Coopanchetty denies these charges and the case is laid before the Juge de Paix; and Caroupin gained the case.	Coopanchetty has become bankrupt. I find that he has been in the habit of borrowing money from his servants.
19 (See No. 67)	24th „ .	Vaity Marry . . . (Mr. Bosse, St. Paul.)	Engagement over: desires to be repatriated.	On the 8th of March this man owed 189 journées de remploi. Engagement therefore *cannot* be over.	

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891—continued.

No.	Date.	Name of Immigrant and Employer or estate on which employed.	Nature of Complaint.	Report of Local Authorities to whom referred.	Remarks.
	1891.				
20	6th April .	Saveimonton Mikel . (Mr. d'Harambure, St. Marie).	Is not properly treated in hospital.	He suffers from a disease incurred through his own fault: nevertheless he has been sent to hospital and is made to follow the doctor's prescriptions.	
21	6th „ .	Peroumal Dunamaby . . (Mr. Gaspard, St. Denis.)	Is engaged as a domestic servant "pour tout faire." Has been told to wash clothes, but not knowing how to, has been sent to Juge de Paix and condemned to 10 francs fine for "refus de travail." Having no money, had to do 10 days' mcadam.	Protector says that Mr. Gaspard has been warned that if a second complaint of this kind is brought against him, the engagement will be immediately cancelled!	This is very poor satisfaction to the Ind an. Engagements "pour tout faire" are highly obtainable. Engagement was eventually cancelled.
22	14th „ .	Monnien Modely and Henry . (In the depôt, St. Denis.)	They were attacked near the depôt by a band of creoles who knocked them down and kicked them. Manager of depôt went to their assistance, and he also was knocked down.	"Les faits articulés dans la plainte ne sont pas de nature à motiver l' intervention du Parquet."	This is the very unsatisfactory and stereotyped reply to the complaints which, from their nature, are referred to the Parquet.
23 (See No. 3)	14th „ .	Ramsamy Ajaguerinaiken (Mr. Mazean, St. Leu).	Consul wants to know whether proceedings against this man have been stopped, and whether he is to be repatriated.	Engagement with Mr. Mazean is over, and he has engaged to a M. Cadet of St. Pierre.	Proceedings have been stopped.
24	15th „ .	Peria Carpin (Pajanianachetty, St. Denis).	Consul asked this man to appear at the Consulate; he refused to come. Asks Protector to send him by force.	The Indian was sent to the Consulate the next day.	The Consul has no right to force an Indian to come to the Consulate.

25	20th „ .	Sonprayen Vingatasalom (Mr. d'Harambure, St. Marie).	Wants engagement cancelled and offers to return unearned bounty. Engagiste refuses and in his turn the Indian refuses to work and is sent to macadam.	Indian's statement quite correct. He owes 118 journées de remploi and engagiste will not break the contract on account of the other men, who might consider this as a bad precedent.	
26	21st „ .	Ponama Tirumalechetty (Melle Germaine Anolide, St. Denis).	Yesterday she was assaulted by her mistress within a few yards of the Consulate, and in the presence of two of my servants.	Parquet cannot interfere, but engagement has been cancelled by mutual consent. She would like to know why the Parquet cannot interfere. J. W P. M.-M.	
27 (See No. 29)	2nd May .	Calicharane Naneka (Mr. Lagrange, St. Suzanne.)	1. He is engaged as domestic servant, and he is made to look after cows, mules, etc, and work in the garden 2. He is not given sufficient time for meals. 3. He has not obtained satisfaction from the Syndic, who has refused to give him a pass to come to the Consulate. 4. He wants his engagement to be cancelled.	For reply see No. 29 . .	This man came again on the 9th of May. No reply till then (see No. 29).
28	6th „ .	Sameyen Trissin (Mr. Lafosse, St. Benoit.)	Has been made to pay capitation tax twice for the same year.	Unfounded.	
29 (See Nos. 27 and 40)	9th „ .	Calicharane Naneka (Mr. Lagrange, St. Suzanne).	On returning to St. Suzanne after his first complaint he was detained in the depôt and not allowed to go outside. He again asked for a pass to come to the Consulate, but this was refused.	After "conscientious" inquiry by the Syndic, this Indian's complaint falls to the ground, and he has laid himself open to prosecution for false complaint The employer having refused to take him back, the Indian had to be sent to the depôt. It is not true that the Syndic refused to give this man a pass to go to the Consulate.	Case referred to Foreign Office.

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891—continued.

Number	Date	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Reply of Local Authorities to whom referred	Remarks
	1891.				
30	9th May .	Tandavarayen Arimonton (Mr Bellier, Bras Panon).	Engagement is over and he wants to be repatriated	Owes 9 journées de remploi: can be repatriated afterwards.	
31	11th „ .	Couponsamy Gouronvadon (Mr. Archambault, St. Denis).	Believes his engagement expired in April. Desires to be repatriated.	Engagement not over. He owes a great number of journées de remploi, but he has positively refused to furnish any.	Mr Archambault would have been willing to cancel the engagement for a pecuniary compensation
32	15th „ .	Kichenin Naiken (Mr. Cornu, St. Denis).	He has been in the Colony ten years, and he has not yet finished his first engagement.	In July 1887 this man owed 1,403 journées de remploi. He has put in 326 since and still owes 1,077. He spends his time in desertion, in prison, and at the macadam, and when on the estate does not work.	This man is known as a bad character at the Consulate.
33	19th „ .	Joseph Latchoumanin (Mr. de Kjvéquen, St. Pierre).	He engaged as "cook," but is made to work in the fields.	Has been engaged as agriculturist with 12 francs 50 centimes a month, and a bounty of 60 francs. Having said he was a good cook, the manager gave him a trial in the kitchen; but as he was no good, he was sent back to his original work.	
34	19th „ .	Pouin Tandrayen (Mr. d'Harambure, St. Marie).	Engaged for two years, but has received only one year's bounty. On claiming the second year's he was taken into a store-room by the Manager and there violently assaulted by him The man bears traces of its treatment and adds that he	Enquiry made by the Commissaere de Police at St. Marie. Parquet cannot interfere! No reason for non-interference assigned, although the man bore traces of ill-treatment. J. W. P. M.-M.	Complaints for non-payment of bounties should never arise if Syndics did their duty properly, because bounties ought to be paid in their offices when the engagements are passed.

			was also locked up in the hospital. Gives the names of two witnesses to the assault.		
35	19th „	Mary Coulin (Mr. Salaün, St. Denis), who does the "sweeping" of town under contract.	He is ill and his employer refuses to send him to hospital.	This man suffers from an old syphillitic complaint, for which the doctor has prescribed the necessary medicines, but this does not prevent him from doing his work.	
36	20th „	Aruassalom Mouvontandéan (Dispensé d'engagement).	He is old, infirm and very ill. Wants to go to hospital and to be repatriated after recovery.	He has been sent to hospital, but with regard to his repatriation he has forfeited his right to it. Besides, he is so old and weak that the doctor would not accept him on board in that state.	
37	20th „	Sadeyen Ayapadéatchy (Mr. Claverie, St. Suzanne).	He is ill and not properly treated in employer's hospital. Does a doctor pay the weekly visits regularly?	This man has been a deserter since the 1st of April. Mr. Claverie's hospital books prove that a doctor visits his place frequently. He is willing to break the man's engagement on reimbursement of a sum of money due to him.	
38	21st „	Kichenin Virama Periania (Mme. Sauger, St. Paul).	Claims three months' wages. Demands cancellation of engagement and repatriation.	Complaint quite false. He is engaged to nobody, and for several months has been a vagrant, working by the day wherever he could find employment.	
39	21st „	Amavy Sanguin (Mr. Grenier, St. Paul).	When he engaged, it was understood that the engagement would be cancelled on the first ship leaving for India with return coolies. Employer declines to observe this condition and has given him only 11 francs for three months' wages.	There is no such conditional clause in the contract. On examination by Syndic of pay-book it is the Indian who owes 9 francs to his employer, and he has acknowledged the debt.	According to the Police registers this man has often been punished for illegal absence, and he had been a deserter from the 2nd of May.

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891—continued.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed	Nature of Complaints.	Report of Local Authorities to whom referred.	Remarks.
	1891.				
40 (See No 29)	25th May .	Calicharane Mangrea (Mr. Lagrange, St. Suzanne).	His engagiste will not let him return to work and refuses to cancel his engagement.	Employer having brought a charge of false complaint against Calicharane, he is at the depôt Colonial, at the disposal of the Procureur de la République.	
41	25th „ .	Gobal Kichenin (Mr. Cornu, St. Denis).	States that his engagement is over, and he desires to be repatriated.	In March last this man owed 155 journées de remploi, and he has put in only 35 days since then: his engagement, therefore, cannot be over.	
42	25th „ .	Four Indians who had been awaiting repatriation in Depôt Communal of St. Benoit.	1. For many months they have been in the depôt, and they have not been paid for the work they have performed there.	1. It had been the intention of the Commune to pay these men at the last moment before their embarkation.	Case sent to Foreign Office.
			2. A few days ago they were given bad rations, and they had a hot discussion with the Manager of the depôt on the subject. The Manager accused them of being insolent, and they were fined by the Juge de Paix. They complained to the Syndic who told them they must go and engage in order to pay their fines. Consul protests and asks that no obstacle may be placed in the way of these men's repatriation.	2. Protector considers this condemnation illegal, and will take steps to have the sentence repealed, and he gives the assurance that these men will be paid and repatriated.	

43	1st June	Mary Samy (Mr. Marins, St. Denis).	Is not satisfied with his present master, and asks that his engagement may be cancelled. Consul thinks this man is not an immigrant, and therefore should not be engaged.	This man arrived in the Colony with a batch of coolies in 1880, is an immigrant, and his engagement is quite regular.	
44	15th „	Madre Poinama (Mr. Cornu, St. Denis).	Consul asks for his Act of Birth	Matricule Générale says he was born about 1864, but no regular declara- of his birth can be found.	Act of Birth required with the view. to his claiming French nationality under Law of 1889.
45 (See No. 4)	5th „	Ramsamy Dourgaya (Coopanchetty, St. Denis).	Complains that he has not yet received the money due to him by Coopanchetty.	As already stated, this is not a claim for wages, but a loan made to his master. Coopanchetty's affairs are being liquidated, and until everything is settled he cannot receive any money.	
46	9th „	Isson Arrouscar (Mr. Lavoquer, St. Denis).	Has not been paid for three months. Desires to be repatriated, and asks that engagement may be cancelled with that view.	Engagement has been cancelled; but as the Indian owes 11 francs to his master, he is to work for them in the depôt before he can be repatriated.	Indian acknowledged the debt.
47	9th „	Moutonsamy Vinétan (four years without engagement).	Desires to be repatriated	This man is leprous and the doctor will not allow him on board.	Indian will be cared for in the Colony.
48	9th „	Virasamy (Mr. Bennet, St. Benoit).	Consul asks that this man may be sent to Consulate.	Indian appeared at Consulate as requested.	Engagement was at once cancelled (one of No. 42).
49	9th „	Bissessarsing Ramdin (Mr. de K. I. Végiren, St. Pierre).	He is ill and would like to be repatriated if his master would cancel his engagement.	This man cannot leave: his engagement does not expire before the 22nd of August next.	
50	10th „	Viradon (Mariapin Jean Marie, an Indian permissionnaire in St. Denis).	Engaged as gardener, is overworked and not given clothing. He is very old and wants to be repatriated.	This man has been paid regularly, has received stuff for his clothes, and is not overworked. His engagement cannot be cancelled until the employer finds another man to take his place.	This man is 75 years old, and had been in the Colony 43 years.

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891—continued.

No.	Date.	Name of Immigrant and Employer or Estate on which employed.	Nature of Complaint.	Report of Local Authorities to whom referred.	Remarks.
	1891.				
51	10th June .	Anemin (during last 15 years has lived upon charity).	Has been 49 years in the Colony, has a wooden leg and is penniless. Asks to be repatriated.	Instructions sent to St. Paul with the view to this man being repatriated.	Repatriated.
52	10th „ .	Calca Iolaparsaden (Mr. Martin, St. André).	He is ill and desires to return to India. But he owes 25 francs to his old engagiste who would not allow him to pay off the debt "en journées de travail."	Engagiste has been asked to abandon his claim for the 25 francs, and this man will be repatriated.	
53	10th „ .	Ramin Ayapa (Mr. Lesport, St. Denis).	Has been violently assaulted with kicks and blows by Mr. Lesport. Produces a witness and shows a large bruise on his chest caused by a kick. Asks that engagement may be cancelled.	On the Indian withdrawing his complaint the engagement was cancelled, and the plaintiff is free to re-engage or to go back to India.	Mr. Lesport admitted the assault, and squared the matter with the Indian.
54	10th „ .	Sambadon Archigadon . .	After serving 5½ years in Réunion he went to Madagascar under an engagement entered into in Réunion. Returned from Madagascar yesterday and asks to be repatriated to India.	Repatrintion granted . . . It appears to me that engagements to serve in Madagascar are contrary to the Convention. The point ought to be taken up. J. W. P. M.-M.	Whenever an engagement for Madagascar is sanctioned here, it is clearly stipulated that at the end of the engagement the man will have the right to be sent back to India.
55	11th „ .	1. Virasamy Virasamy . . 2. Tambon Astrynaïk (Mr. Robert, St. Marie).	They say that their engagements are over and they wish to be sent back to India.	Virasamy has been repatriated; but Tambon's engagement is not over yet.	
56	11th „ .	1. Marimonton Calapadeatchy .	They ask to be repatriated. The first	They are not entitled to their repatria-	

		L. Montonsamy Montonsamy (Dispenses d' engagement).	has seen 40 years', and the second 46 years' service as immigrants in this Colony.	tion, but they will be given a free passage by reason of their advanced age.	
57	11th „ .	Pakiry Nater, his wife and three children.	Their engagements are over and they wish to be repatriated; but their late employer is trying to stop them.	They have been repatriated.	
58	15th „ .	Coulin Sinavin (Mr. Ricard, St. Denis).	He is employed as a hawker of milk, and yesterday his master illegally deducted 7½ francs from his last month's wages.	No such deduction was ever made, and since 1887 this Indian has always been engaged to Mr. Ricard. Mr. Ricard was prepared to cancel the engagement, but the Indian would not hear of it.	
59	15th „ .	Cassimsaëb Samalvamontin (Mr. Lafosse, St. Benoit).	Says that his engagement is over and that he desires to be sent to the depôt to await the next repatriation.	Utterly false complaint. On the 18th of August 1890, this man was engaged to M. de Kjvequen at St. Pierre for five years. His engagement cannot be over.	It is difficult to say why this man made such a deliberately false statement.
60	18th „ .	Souprayen Satimodely (Mr. Ianlin, St. Denis).	He is engaged as "Colon Partiaire," but desires to have his engagement and his wife's cancelled Master agrees, but claims 57 francs. Indian says he does not owe that amount.	The only sum which the Indian owes is 12 francs for the capitation-tax of himself and wife. This has been paid and the engagements have been cancelled.	Not clear, since in column 3 the man is described as engaged to M. Lafosse and in column 5 as engaged to M. Kervégnen. J. W. P. M.-M.
61	22nd „ .	Maiday Vayaboury, Augustin Vayaboury, Lowis Vayaboury (Mr. DeJouvancourt, St. Denis).	They have not been paid for five months.	Employer has been called up before the Juge de Paix and he has been made to pay his men.	Two of these men became French in 1892 under law of 1889.
62 (See No. 68)	22nd „ .	Lowis Permal (Sokalingom, an Indian shop-keeper, St. Suzanne).	He has not been paid for six months. Employer threatens to have him prosecuted for "picking up" 50 centimes in his shop, and has had him condemned to 5 days' macadam for refusing to work.	Only two months' wages are due to this man, but after deduction of several things stolen by him in the shop he is to receive only 2½ francs. In the presence of the "Juge de Paix" this man declared that he would not return to his work.	Plaintiff is not more than about 15 years old. The deductions as a set-off against the stolen articles are not legal. J. W. P. M.-M.

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891—continued.

Number	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Report of Local Authorities to whom referred	Remarks.
	1891.				
63	22nd June .	Cauniapoullé Canagama (Mr. Welmont, a baker at St. Suzanne).	In April last he was condemned to 25 days' macadam, after which his master refused to let him resume his duties. He complained to the Protector on the 12th instant, but nothing has yet been done, and he has been kept in the depôt ever since.	This man bears a very bad name in all the districts he has worked in. He was kept at the depôt while an inquiry was being made into his complaint, which has no just foundation.	There is no good ground for detaining a coolv in the depôt pending inquiry into his complaint. J. W. P. M.-M.
64	22nd „ .	Matia Eraka . . . (Mr. de Kjvequen, St. Louis.)	Engagement is over and master refuses livret, claiming journées de remploi for days spent in hospital through injury received in the service of the estate.	Pure invention. This man has been a deserter since September 1890 since when nothing has been seen of him on the estate.	
65	29th „ .	Palaye Sidambarom . . (Mr. Martin, St. Benoit.)	About a month ago her arm was broken by a fellow Indian engagé. She is not properly treated in hospital, and Consul wants to know what steps have been taken against the man who broke this woman's arm.	This complaint does not concern the Immigration Department (?), and has been transmitted to Parquet, who will not give communication of their report.	Most unsatisfactory arrangement. Certainly. The Protective Department ought to have power to see papers in such a case. J. W. P. M.-M.
66	30th „ .	Batane Jogane . . . (Mr. d'Harambure, St Marie.)	Engagement is over and employer refuses to give up livret.	Still owes 280 journées de remploi to the estate, as well as a sum of money.	A most unsatisfactory correspondence as to the journées de remploi followed.
67 (See No. 19)	1st July .	Vaity Marv . . . . (Mr. Bosse, St. Paul.)	He asked employer to cancel his engagement, but he asks for 121 francs 85 centimes to do so.	Accounts have been revised and the Indian owes only 69 francs 90 centimes to his engagiste.	The saddling of an Indian with a debt on discharge is bad in principle and practice.

68 (See No. 62)	2nd July .	Louis Permal . . . (Sokolingom, an Indian shopkeeper at St. Suzanne.)	His mother has returned to the Consulate to report that her son does not accept the 2½ francs awarded him: and to put a stop to this affair. Consul asks Protector to cancel this engagement after a fresh inquiry.	Protector will not yield and merely refers to his previous report on this affair. He has no right to cancel engagements.	Indian engagistes are not desirable. They almost invariably overwork and underpay their countrymen.
69	7th „ .	Pajany Comarin . . . (Mr. Zitte, St. Leu.)	Employer owes him six months' wages. Indian admits, however, that he has received many advances.	When Pajany re-engaged in February last, he had been paid up to date. He has since received advances, and on the Syndic explaining them to him he has withdrawn his complaint.	
70	15th „ .	1. Mariapolé Virapin . . 2. Kichenin Virin . . 3. Perianin Moutiencaondin . 4. Sellin Patchiapin . . (Mr. Cornu, St Denis)	Complain that they have not received their full wages due for May and June— F. C. 1st received only 5 00 2nd „ „ 1 00 3rd „ „ 4 00 4th „ „ 5 00	After examination of the books by the Syndic the following sums have been found correct and paid to the plaintiffs:— Fr. C. 1st . . . 11 96 2nd . . . 4 29 3rd . . . 8 21 4th . . . 5 94	
71	15th „ .	Ramsamy Ayadevin . . (Mr. Foliquet, St. Denis.)	He engaged as washerman and he is made to work in the kitchen and about the house, etc.	His livret says he is engaged "pour tout faire." He receives 20 francs a month.	
72 (See No. 78.)	18th „ .	Joseph Namemby . . . (Mr. Claverie, St. André.)	He is ill and cannot work and asked his employer to send him to hospital. Employer refused and ordered him to work. Namemby objected and was taken to Juge de Paix with a note from Mr. Claverie and was condemned to 15 days' macadam. Syndic was not present in Court and employer did not appear to prosecute.	Complaint about hospital not true. This man was arrested and condemned for reiterated refusals to work. He was a deserter from the 8th to the 23rd of June and from the 24th of June to the 13th of July, when he was arrested. The Syndic was very busy passing engagements and could not attend at the trial.	

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st January 1891 to the end of the year 1891—continued.

Number.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Report of Local Authorities to whom referred.	Remarks.
	1891.				
73	21st July .	Rangassamy Ramsamy . . (Saminader, an Indian merchant in St. Denis.)	On obtaining his discharge from his previous employer the latter claimed from him a sum of 18 francs. He declares that he does not owe that sum.	Witnesses have been produced to prove the debt, and it will have to be paid by the Indian.	Debts should not be recoverable from Indians by days of work. J. W. P. M.-M.
74	22nd „ .	1. Joseph Mary . . . 2. Madre Ponama. (Mr. Cornu, St. Denis.)	Were resting in their huts when they were arrested by policemen and taken to Mr. Cornu who paid 2½ francs to the policemen for each of them and charged their accounts with these sums. They were then locked up in the hospital, which they describe as a small, filthy room, quite unfit for the purpose to which it is devoted.	These men disappeared from the estate after receiving their last two months' wages; they went to hospital on the 16th and the same day deserted again. Arrested by the police a few days afterwards; they were made to pay the capture fee and went to the Consulate to complain. Protector has inspected hospital, and declares that it fulfils the requirements of the law.	There is no legal ground for compelling coolies to pay the capture fees. J. W. P. M.-M.
75 (See No. 5-A)	27th „ .	Tucadon Ramadon . . (Mr. Bellier, St. Benoit.)	Says that his engagement expired in May last and employer will not give him his discharge. According to complaint paper No. 5-A of the 2nd February last, this engagement was to have terminated on May 21st.	Engagement ought to have ended on the 21st of May last, but the man owed, at the end of his engagement, 166 journées de remploi; and he has acknowledged them in the presence of the Syndic.	
76	28th „ .	Mangra Breji . . . (Mr. Gauche, St. Benoit.)	Was engaged to plant vanille, but is made to preform other work. Demands that engagement may be cancelled.	Is engaged as planter and domestic servant when not wanted in vanille plantation. Engagement cannot be cancelled.	
77	4th Aug. .	Virasamy Connon . . . (Mr. Tresarrieg, St. Suzanne.)	His engagement should have expired on the 3rd of July, but his em-	He has been paid what was due to him. He owed some journées de remploi;	

			ployer refuses to give up his livret. Also claims three months' wages which employer will not pay unless he enters into a fresh engagement.	but when Mr. Tresarrieg heard that this man had complained against him, he refused to have anything more to do with him and broke his engagement immediately.	
78 (See Nos. 72 and 80)	7th „	Joseph Namemby . . . (Mr. Claverie, St. André.)	Is it true that this man has received a further punishment of fifteen days' macadam since he has been here ?	He has been condemned to a fresh term of imprisonment for breaking out of the atelier de discipline.	
78-A	13th „	Virin Coulin . . . . (Crédit Foncier, St. Marie)	Engagement is over and employer refuses to give him his livret.	Engagement not over. This man was absent during the whole of 1890 and has undergone four months' imprisonment.	
79 (See No. 49)	17th „	Bissessarsing Ramdine . . (Mr. de Kjvequen, St. Louis.)	According to complaint paper No. 49, this man's engagement ought to expire in a few days. But he is ill and asks, as a favour, to be allowed to remain in St. Denis with some friends.	Owes many journées de remploi, but employer has abandoned his right to them and this man has received a permis to stay with his friends in St Denis till he is quite recovered.	
80 See Nos. 78 and 89)	20th „	Joseph Namemby . . . (Mr. Claverie, St. Suzanne.)	He says that it is not true that he was a deserter during the days mentioned in complaint paper No. 72. It appears he was ill and received a permis from Mr. Miramon, Mr. Claverie's partner. He is provided with a medical certificate, and instead of being sent to macadam should have been sent to hospital.	.....	Eventually this case was fairly settled. Engagement was broken. Namemby received a gratification, and Mr. Claverie was very severely admonished to be more careful in future.
81	20th „	Boda Sancar . . . (Mr. Lelievre, St. Paul.)	His engagement has been cancelled, but his employer has not paid him seven months' wages. Employer, however, claims 55 francs for unearned bounty.	After careful inquiry into the facts of the case the Indian's debt has been reduced to 8 francs 75 centimes, and he has agreed to pay it.	

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891—continued.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Report of Local Authorities to whom referred	Remarks.
	1891.				
82	11th Sept.	1. Pulany Malayandy 2. Perian Ayapontry 3. Sellin Patcheapin 4. Gopal Kichenin (Mr. Cornu, St. Denis.)	They have not received the full wages due to them for July and August.	After deduction of days of absence, etc., the first of these Indians has received 10 francs 13 centimes, the second 6 francs 43 centimes, the third 1 franc 43 centimes, the fourth 3 francs 40 centimes. They have been nearly the whole time absent, and nothing else is due to them.	
82-A	17th „	Sokolingom Taïa (Credit Foncier, St. Paul)	Engagement is over and employer refuses livret.	This man owes a great number of journées de remploi. During the years 1889 and 1890 he only gave 94 days' work.	
82-B	22nd „	Coutin Tailamée (Mr. Vabois, St. Benoit.)	Is ill-treated by his employer, who does not pay him regularly. His work is too hard.	This man's work is not excessive, and he was paid on the 1st of July in the presence of the Syndic. A few days ago he received a two days' permis to go and see his brother at St. Suzanne: he has not yet gone back to work.	
83	24th „	Sidambarom Anamalé, Sweeper (Mr. Salaün, St. Denis.)	Is very ill and wants to return to India.	He was in hospital when he escaped to go and complain. Cannot be repatriated as he owes some money to his employer.	
84	26th „	Tamby (Mr. Claverié, St. Suzanne.)	He is wanted at the Consulate as witness in a case of assault.	Was duly sent in compliance with request.	

85	3rd Oct.	Arnassalom Montien (Mr. Claverié, St. Suzanne.)	He is ill, and not well treated by his master, by whom he was assaulted yesterday.	Assault not proved, but Mr. Claverie will cancel his engagement if the man returns quietly to his work.	Engagement at my request was cancelled at once, before he was sent back to be thrashed.
86	3rd „	Soubama Nagama (Mr. Vouron, St. Benoit.)	He is engaged as "Charretier," but is made to do other work in the house, etc. Desires to have his engagement cancelled, and is prepared to re-imburse a sum of 20 francs which he owes to his employer.	False complaint. He was drunk a few days ago and after stealing 21 francs belonging to his employer and insulting the latter's wife and daughter he ran away. Mr. Vouron considers this man as a dangerous blackguard and has cancelled his engagement.	This man has been mildly dealt with, for his master might have had him condemned to at least three months for theft.
87	3rd „	Ramsamy Botigadon (Mr. Palmas, St. Denis.	Claims three months' wages	Has been paid up to the month of September inclusive.	
88	6th „	Gopal Kichenin (Mr. Cornu, St. Denis.	This man has been condemned to 15 days' macadam. It appears that he was in possession of his livret on the 25th of September: how is it he was condemned for desertion on the 26th?	He owed some journées de remploi which Mr. Cornu was willing to abandon if he would re-engage. He was given his livret and told to take it to the Syndic for the new engagement; but at the Syndicat he changed his mind and went to St. Marie, where he was arrested by the Gendarmerie.	Another example of journées de remploi being used to make men re-engage.
89 (See No. 80)	6th „	Joseph Namemby (Mr. Claverie, St. Suzanne.)	Consul asks for copy of procès-verbaux or of evidence taken in the case of this Indian.	Procès-verbaux, etc., are the strict property of the Parquet and they can refuse communication of them to even the Governor. The Procureur Général, however, conferred with the Consul on the subject, and satisfaction was given.	
90	6th „	Soupin Tiroumeny (Mr. Lallemand, St. Leu.)	Consul asks for copy of evidence taken by the Juge de Paix of St. Leu in this man's claim for wages	Procureur Général showed the reports to the Consul.	

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891—continued.

No	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Report of Local Authorities to whom referred.	Remarks.
	1891.				
91	21st Oct.	Palany Comarin (Virahon Minatchy, St. Denis.)	His wages have not been paid and for two days he was kept without food. Asks that his engagement may be cancelled.	This man's wages had been paid up to the end of September, but the employer has, with pleasure, agreed to cancel the engagement of a man who is capable of such falsehood.	
92	28th „	Mounien Kichnapin (No engagement, St. Denis.)	For 40 years was an engagé in this Colony and obtained a "dispense d'engagement" some time ago on account of old age and ill-health. This "dispense" was taken away from him yesterday and he has been told he must re-engage.	It is true that this man had received a "dispense d'engagement," but it has been proved that this man used to work on his own account, and his "dispense" has been taken away.	On my intervention, however, this man's "dispense" was returned to him.
93	30th „	Arnassalom (Mr. Claverie.)	His presence is required at the Consulate.	The man appeared.	
94	4th Nov.	Soupaya Vingatama (Mr. Gunet, St. Denis.)	He is very ill and wants medical assistance.	He has been sent to hospital.	
95	11th „	Sinapin Aroulapin (Mr. Pélagaud, St. Denis.)	Engagement is over and he claims his discharge.	On the 7th of August last he owed 118 journées de remploi. Since the 7th of August this man has had two months' prison for theft.	He only came out of prison on the 12th of October.
96	14th „	Marianne Parassouramin (lately engaged to Mlle. Simon, St. Denis.)	His employer is dead and he has not yet been paid his wages. Will Protector secure prompt payment of this preferential claim? This man also says that he was left 500 francs under Mlle. Simon's will.	All preferential claims on Mlle. Simson's Estate will be paid in the course of December next. With regard to the legacy, that must be left entirely in the hands of the Executors, who alone have power to deal with it.	This man was eventually paid both his claims.

97	19th ,,	Sourapea Joseph (engaged to a Policeman, St. André).	*He is only 12 years old.* He is given the work of a man and only receives 5 francs a month. This boy arrived in the Colony as a free passenger from Mauritius and was forced to engage against his will.	This boy was born in the Colony, although it is true that he returned here from Mauritius a short time ago. The Agent de Police declares that the boy is not over-worked. He frequently leaves his work for several days at a time and has been locked up in the police station. Protector looks upon this boy as a great criminal and sends him back by "correspondance" under Gendarmerie Escort.	
98	24th ,,	Soussé Rayapea (Mr. Bellier, St. Suzanne).	Engagement is over and asks for his discharge. Was not sent to hospital when ill.	His engagement does not expire before the 3rd of January next. This man was in hospital a fortnight ago when he suddenly disappeared—nothing having been seen of him since.	
98-A	25th ,,	Tomé Joseph (Mr. Claverie, St. Suzanne).	Engagement is over and he asks for his discharge.	At the present moment this man owes 2 years and 2 months' journées de remploi He spends his life in desertion and at the atelier de discipline.	
99	1st Dec.	Aruassalom Moteyen (lately engaged to Mr. Claverie, St. Suzanne).	His engagement has been cancelled, but Mr. Claverie claims an important sum of money from him.	The money claimed by Mr. Claverie is for unearned bounty. The claim is perfectly regular.	
100	1st	Mardemonton Taylamée (Mr. Bellier, St. Suzanne).	Engagement is over, and he wishes to return to India. Consul had asked for an extract of this man's Matricule Générale and it was therein stated that this man engaged for two years on the 20th of March 1890. The Indian declares that this is not correct.	Protector now replies that there is a mistake in the Matricule Générale. This man engaged for one year on the 23rd of March 1891: his engagement therefore will only expire on the 23rd of March next.	The Matricule Générale is very badly kept when kept at all, and this case is a striking example of the disorder which reigns in the Immigration Registers.

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1891 to the end of the year 1891—concluded.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Report to Local Authorities to whom referred.	Remarks.
	1891				
101	1st Dec.	Virapin Virapin (Mlle. Dubourg, Salazie).	Engagement is over. Employer cannot afford to give him medical assistance. He wishes to be repatriated.	This man committed suicide a short time after this complaint had been made.	Case referred to F. O. (No. 2 of 8th January 1892).
102	1st „	Papany Kichenapin (Mr. Chanvallon, St. Leu).	Has not been paid for *two years*	Matter laid before the Juge de Paix by Syndic, but the Indian has not been paid, Mr. Chanvallon having pleaded the benefit of Articles 2271 and 2272 of the Code Civil "qui prescrivent par *six mois* et *un an* l'action en revendication des salaires des gens de travail." Afterwards an amicable arrangement was come to and the Indian received *40 francs!*	The Syndic who allowed this man to remain two years without pay should have been turned out the service. The Syndics have no control really over the coolies engaged in domestic service. J. W. P. M.-M.
103	8th „	Nadamouny Saminaik (an Indian named Canabady Mourguin, St. Paul).	His engagement is just over, but his late employer claims a sum of 76 francs from him. He does owe him some money, but not so much.	After revision of accounts the amount claimed has been reduced to 54 francs 50 centimes, which has been accepted by both parties as correct.	
104	10th „	Siniapin Carassapon (Mr. Morange, St. Denis).	He is over-worked. He is expected to gather large quantities of forage and carry it long distances, and when he is ill Mr. Morange docks his wages at the rate of 1 franc 35 centimes a day.	The Syndic has made a careful inquiry into this complaint and he reports that the work is not excessive, and that it is not true that such deductions are made from the man's pay.	Sinapin and two others were immediately sent to macadam.

105	15th „	Vingadasalom Ramasamy (Mr. de Jouvancourt, St. Denis).	He is engaged "à la part." He has asked his employer to cancel his engagement, but the latter claims a sum of 25 francs before he does so.	The 25 francs claimed by Mr. de Jouvancourt is his share of the sale of the crops, and he will break the engagement when the Indian pays him.	The engagement is not legal, and the exaction of days of work is not a proper mode of recovering a debt which is really a mere matter of contract apart from the Labour Law. J W. P. M.-M.
106	15th „	Naquin Carpy (Mr. Tourneux, St. Denis).	Claims eleven months' wages and a sum of 115 francs, which he has deposited with his employer.	This man is not an engagé and does not concern the Immigration Department. Mr. Tourneux, however, has informed the Protector that this man's complaint about the money is quite unfounded.	
107	16th „	Gouveama (La Confiance, St. Suzanne).	An Indian has been condemned to pay her a sum of money. She asks for the assistance of the law to have the judgment carried out.	She has been paid.	
108	29th „	Virasamy Sinapin (Mr. Claverie, St. André).	Says that his engagement is over and he wishes to be repatriated after his wages will have been paid.	This man's engagement is really over; he has been paid, and will be repatriated.	

RÉUNION;
The 12th July 1893.

C. W. BENNETT,
H. M.'s Consul.

Roll of complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1892 to the end of the year 1892.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed	Nature of Complaint.	Reply of Local Authorities to whom referred.	Remarks.
	1892.				
1	3rd January	Varigindan Antony (no engagement).	He is ill and does not know where to go for medical assistance.	Has been sent to the Colonial Hospital.	
2	7th „	Ida Irlaïbacasse (Mr. Arthur, St. Denis).	Has not been paid for four months. On asking to have his engagement cancelled, employer claimed 14 francs 50 centimes.	Has only been engaged two-and-a-half months! Employer, therefore, cannot owe him four months' wages. The two-and-a-half months have been paid.	
3 (See No. 6 of 1891)	11th „	Botane Jogane (Mr. d'Harambure, St. Marie).	This man wishes to be repatriated	His engagement is not over yet	Long and extremely unsatisfactory correspondence ensued as to the journées de remploi claimed.
4	14th „	Goyindin Ringeim (Mr. Robert, St. Louis).	Claims five months' wages which employer has refused to pay.	Has been paid up to end of December last.	
5	18th „	Ramsamy Bolinadoo (Mr. de Palmas, St. Denis).	Claims two months' wages	Engagement is over; the Indian has been paid and placed at the depôt to await repatriation.	
6	19th „	Latchoumanin Sinacaoundin (Mr. Cornu, St. Denis).	Consul wants to know when this man's engagement will come to an end, and asks for general information about the Indian.	He engaged for four years, in 1887, but owing to many condemnations, absences, etc., this man still owes 468 journées de remploi.	
7	23rd „	1. Cotalama Vingatasalom 2. Nunjy Yemeapa (St. Thérèse Estate, La Possession).	They engaged as "menagéress," but their employer has tried to force them to work in the fields. As it was understood that they were not engaged to work, they refused to obey their employer's orders.	They were taken before the Juge de Paix and condemned to 5 francs fine each for refus de travail. Fine converted into five days' macadam.	Extremely vague and unsatisfactory reply. Engagiste exacting full work from all women when work was urgent.

8	5th Feb. .	Vingadasaloux Minatchy (Mr. Martin, St. André).	Employer claims 184 francs for advances made during the engagement which has now come to an end. Indian acknowledges only 114 francs of that debt.	The sum of 184 francs is correct. Mr. Martin is a kindly-disposed master and the Protector has always been satisfied with his treatment of Indians.	
9	6th „ .	Soondirum Sahabadymodely, (Botanical Gardens, St. Denis).	The Manager of the gardens has cut 7 francs from his pay because he had been absent two days. It appears that this is a rule at the gardens, but the Consul protests against it and asks for application of decree.	The work at the gardens is of such importance that it is necessary to have special regulations for the punishment of the men who do not fulfil their contract obligations; but on the Consul's request the decree will be enforced, and this man's engagement has been cancelled.	
10	10th „ .	Montonsamy Rangasamymodely (Mr. Claverie, St. André).	He is ill and desires to have lighter work.	This man's work is not excessive; the only thing he suffers from apparently being laziness.	
11	11th „ .	Savriama Papa . . .	She was born in the Colony, and as, according to the Matricule Générale, she is 21 years old, she claims French nationality and freedom from engagements.	It is true that the Matricule Générale says she is 21, but she must prove her age by some legal document before she can claim French nationality.	Absurd! If the Matricule Générale is good in the one case it ought to be so in the other as well.
12 (See No. 13)	15th „ .	Vingadasamy Nelloya (Mr. Mazerieux, St. Denis).	Yesterday he was beaten by an employé of his engagiste and he complained to the police. He has now come here because on his return to his engagiste he was again struck by his engagiste himself.	Parquet cannot interfere . . .	Mr. Mazerieux is an influential electoral agent.
13 (See No. 12)	18th „ .	Vingadasamy Nellaya (Mr. Mazerieux, St. Denis).	He engaged as "fermier," on one of Mr. Mazerieux's properties, but he is now employed to carry bags of rice and as cartman.	It was at the Indian's own request that he was removed from the farm which he could not work satisfactorily.	

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1892 to the end of the year 1892—continued.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Reply of Local Authorities to whom referred	Remarks.
	1892.				
14	18th Feb.	Ramsamy Massanapoullé (Mr. deKjvéquen, St. Suzanne).	He says that his engagement is over, and he claims his livret.	Engagement will only expire on the 27th of next month.	
15	22nd „	Virapin Moutien (Mr. Claverie, St. André).	A few days ago he was brutally assaulted by his employer and then locked up in a room in order to prevent him from coming here to complain. He gives the names of two witnesses.	Parquet cannot interfere . . .	It is odd that all the complaints from Mr. Claverie's men are for assault, and yet the Parquet can never interfere.
16	25th „	Palammodely Caronpamodely (Mr. Vidot, St. André).	Yesterday his engagiste beat him with a stick, a fellow engagé, Carpanin, being present at the time.	Parquet cannot interfere.	
17	26th „	1. Saberma Nallamee . . 2. Abdelcader Abdelrunane (Mr. deKjvequen, St. Louis).	They do not receive their full allowance of rice. They do not get on with their Manager, and would be obliged if they could be transferred to another of the Kjvéquen Estates.	The complaint about the rice is not founded. They cannot be transferred to another estate, as their case would create a very bad precedent.	
18	1st March	Arnassalom Ambalanavin (an Indian, named Anagapin, St Denis).	Has not been paid for three months, is not housed, and receives insufficient food. He asks that his engagement may be cancelled.	Engagement has been cancelled on payment of 26 francs 70 centimes which the plaintiff owes to his employer.	
19	7th „	Gobalin Sévamie (Mr. Claverie, St. Suzanne).	Yesterday his engagiste gave him several kicks in the back. Unfortunately he can produce no witnesses	"J'ai l'honneur de vous informer que Gobalin Sevamie a été condamné à em mois de prison et 25 francs d'amende pour fausse plainte contre son engagists M. Claverie." (Protector, May 14th, 1893) ! !	In this case the Parquet did interfere, but hardly in the interests of the Indian.

20 (See No. 21)	9th „ .	Montousamymodely Virasamymodely (Mr. Lory, St. Denis).	Being ill, and having obtained leave to go to his hut, he was on his way there, when he was met by a policeman, arrested, and made to pay 2½ francs.	This man had been absent from work for two days, and when arrested was outside the boundaries of the estate and drunk. He will be prosecuted for false complaint.	
21 (See No. 20)	12th „ .	Montousamymodely Virasamymodely.	With reference to previous complaint, Consul remarks that the plaintiff can produce witnesses to support his statement and refute his engagiste's. Under those conditions the Consul protests against this Indian being prosecuted.	After a good deal of fencing the Protector reported (2nd June 1892) that the engagement had been cancelled and the Indian's name, at his request, registered for repatriation.	Consul spoke to Governor on this case, and eventually secured repayment of the 2½ francs capture, and a reprimand for the engagiste.
22	17th „ .	Robet Anama (Mr. Dover, St. Denis).	He is a washerman; but when the clothes are not washed to his master's satisfaction, his wages are cut. He also complains of having too much work.	This man's pay is only cut when it is proved that the clothes are spoilt through his fault.	Unsatisfactory. There is no legal ground for cutting wages for bad work in domestic service. J. W. P. M.-M.
23	17th „ .	Mounousamy Vimbalinaïk. (Mr. Hondié, St. Rose).	Engagiste owes him four months' wages and claims journées de remploi which this Indian declares he does not owe.	He has been paid up to the end of February, and it has been proved that he owes 79 journées de remploi from the 18th of March.	No satisfactory proof forthcoming as to whether he or any other Indian really owes extra days.
24	17th „ .	Naraidou Atchy (Mr. Richard, St. Denis).	He engaged to work as cook, but Mr. Richard makes him look after cows, clean out the sheds, etc.	Mr. Richard does not mean to keep this man, and is ready to cancel his engagement.	
25	28th „ .	Latchougado Ramondon (Mr. Salaün, Town Sweeper, St. Denis).	Last night one of the Overseers came to his hut and there assaulted him in the presence of four other Indians.	Parquet cannot interfere.	

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1892 to the end of the year 1892—continued.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Reply of Local Authorities to whom referred.	Remarks.
	1892.				
26	31st March .	Meikel Sandiagon (Mr. Hondie, St. Rose).	Has been unjustly condemned to macadam. His engagement ought to be over by this time, and he asks for his repatriation.	Sent to macadam for illegal absence and for refusing to work. Engagement is not over, but Mr. Hondie will cancel it when the ship is ready to sail.	This man, however, re-engaged in the Colony.
27 (See No. 29)	9th April .	Augustin Vayaboury and Louis Vayaboury (Mr. de Jouvancourt, St. Denis).	They say that their engagements with Mr. de Jouvancourt are over. Consul remarks that these men having become French should not be engaged.	Engagements are not over and Protector contests their right to French nationality.	They were eventually given certificates of French nationality. Long correspondence on the subject.
28	11th „ .	Sangarassonpon, Sanguilinadapoullé (engaged to an Indian in St. Denis).	He is ill and employer does not give him any medical assistance. Consul asks that he be sent to Hospital at employer's expense.	Engagement cancelled and plaintiff sent to Depôt Communal for treatment and to be repatriated.	
29	11th „ .	Augustin Vayaboury and Louis Vayaboury.	Relative to their claiming French nationality and the opposition they meet from Protector.	(See No. 27.)	
29*a*	14th „ .	Conpaya Vally (Mr. Lory, St. Denis).	The girl is only 14! She is engaged and was given to an Indian with her mother's consent; but her mother's engagement being over, she would like to follow her, especially as she is ill-treated by her lover. A few days ago she ran away to join her mother, but was arrested by the police and made to pay 2½ francs.	On the ground that this girl obtained her mother's consent to this engagement, the Protector maintains that it must be carried out.	A very unsatisfactory reply. Very. J. W. P. M.M.

30	23rd „ .	Sinapin Alonlapin (Le Desert, St. André).	His engagement is over, but his engagiste pretends that he is engaged for another year, because he gave him 50 francs as a bounty. If the engagement had been regular, the money should have been paid in the presence of the Syndic.	Employer's conduct is not approved; and the Indian has received his discharge; but as he acknowledges having received 50 francs, he will have to return them.	An attempt to force the Indian to re-engage by means of the "debt" system.
31	25th „ .	Peronmal Sivanareonin (Mr. A. de Villiers, St. André).	Says that his engagement is over, and he claims his discharge.	He owes 449 journees de remploi. This man is a bad character.	
32	3rd May .	Permal Manga (Mr. Sigoyer, St. Joseph).	His engagement, he says, is over; and he asks for his discharge.	False complaint. This man has been to prison several times for theft and is under strict police surveillance.	
33	10th „ .	Mangena Anoup (Mr. Salaün, Town Sweeper, St. Denis).	An employé, named Raoul, assaulted him and then dragged him to the police station, where he was kept locked up till yesterday morning when he was released. Consul protests against this summary way of dealing with Indians.	It is quite true that he was taken by Raoul himself; but with regard to the assault, the Parquet reports that they cannot interfere!	
34	10th „ .	Armongom Canavin (Mr. de Kjvéquen, St. Suzanne).	He was assaulted yesterday by an employé on the estate. Several Indians were present.	Parquet cannot interfere!	
35	10th June .	Manguire Vangataramin (St. Thérèse Estate, La Possession).	Employer refuses to give him his discharge.	On an engagement of two years this man owes 658 journées de remploi.	
36	15th „ .	Rakiacaounbin Rayacaoundin (An Indian, named Ramalingum Tanjamodely, St. Denis).	Has not been paid several months' wages. His employer made him declare to the Syndic that he had been paid, promising to pay him later on. He has not received his suits of clothing yet, and on the whole is constantly being deceived by his engagiste.	Engagiste taken before the Juge de Paix and condemned to pay 18 francs 70 centimes to his engagé. Protector says that clothing is only to be given after the first six months of the engagement are expired.	Consul maintained that the clothing ought to be given at the beginning of the engagement, but no satisfaction was given to that view of the question.

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1892 to the end of the year 1892—continued.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of complaint.	Reply of Local Authorities to whom referred.	Remarks.
	1892.				
37	16th June .	Narayanaik Anandapanaik (Mr. Claverie, St. Suzanne).	Consul draws Protector's attention to the fact that in the case of this man's engagement Mr. Claverie has paid part of the bounty by means of "bous" on his shop, and protests against the custom.	Protector reports that this is quite an exceptional case, and that the Syndic has been instructed to be more careful in future.	For once that we have a clear case against M. Claverie, the Protector manages to shelter him by saying that this is quite an exceptional case.
38 (See No. 40)	11th July .	Bahoinesing Meverane (Mr. d' Harambure, St. Marie).	A few days ago he was struck by an Overseer. He complained to the Manager who simply told him to return to work. On his refusing to do so, he was taken to the Juge de Paix and fined 5 francs.	Parquet cannot interfere! (See No. 40.)	
39	15th ,, .	Four Indians from (Mr. Cornu's Estate, St. Denis).	On last pay-day they were not offered their full wages and they refused to receive anything. The Syndic was not present, and, indeed, they declare that they have been there two years and they have never seen the Syndic yet.	Question of wages settled. Protector says it is hardly possible for Syndics to assist on pay-days; but of course the Indian is free to complain to the Syndic when he is not given full wages.	This reply is so absurd that it is difficult not to pass upon it any remark which would be positively rude to Mr. Malcor.
40 (See No. 38)	26th ,, .	Bahoinesing Mévarane (Mr. d'Harambure, St. Marie).	As Protector said nothing in complaint No. 38 as to this man having been condemned to 5 francs fine, Consul calls for an explanation on that point.	It is true that this man mentioned having been beaten by his Overseer, but as he could not prove it, he was fined 5 francs, because he had refused to work.	In other words, the parts have been reversed, as they so often are.
41	28th ,, .	Gumanael Poinapin (from St. Joseph).	This is a boy who, a few days ago, came to St. Denis to inquire about some money which had been left at his father's death, and which had	It appears that no trace of this boy's money could be found in the books of the Central Immigration Office, and Protector wants him to go back to St.	The bank-book was eventually found; but this shows what disorder reigns in the Protector's Department.

			been deposited in a bank here by the Immigration Department. Protector wants him to go back to St. Joseph. Consul asks that he be kept here until he receives the information which he requires.	Joseph in the hope that the Syndic there may know something about the money.	
42	10th August	Coloudevelon Agacanon (Mr. Mazean, St Leu).	He has not been paid for three months. He claims French nationality.	His wages had been kept back because he is accused of theft; but as he has not yet been condemned, Protector has ordered that he be paid at once. His birth not having been declared, he must prove his place of birth and his age before he can be admitted to French nationality.	Engagiste makes himself Judge and Jury. The one fixed idea of the Immigration Department on the nationality law is to prevent its operation at all hazards and in defiance of all logic and fact.
43	27th „	Mardin Joseph Fernand (from St. André).	A Mr. Deroland pretends that he has engaged this man; but this is flatly contradicted by the Indian and his mother. Having refused to serve Mr Deroland the police, at Mr. Deroland's request, arrested him and locked him up in the police station, whence he was only released on the intervention of his old engagiste.	Protector says that it has been proved beyond doubt that this Indian did engage to Mr. Deroland, and under such conditions the arrest by the police was perfectly legal.	In the course of a long correspondence it leaked out that the Syndic was absent on the day that the engagement was alleged to have been passed, and on the Consul threatening the authorities with a legal action, the Indian was at once set free.
44	31st „	Antony Sinapin (Mr. Vidot, St. Andri).	His employer does not look after him when he is ill.	Doctor's certificate duly forwarded to prove that this man was looked after.	
45	19th Sept.	Haidersaëb Monstansaëb (Mr. Bellier, St. Suzanne).	An employé on the estate having made indecent proposals to his daughter, he protested and complained to the Manager. In consequence of a violent discussion between him and that employé, he was condemned to 20 francs fine.	The daughter in question is the mistress of an Indian on the estate with whom she lived entirely. He was condemned to 20 francs fine for refusing to work and for insolence.	There is hardly any doubt of the truth of this complaint. I spoke to Mr. Bellier about it, and he excused his employés' lax morals by reference to his own conduct when a young man.

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1892 to the end of the year 1892—continued.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Reply of Local Authorities to whom referred.	Remarks.
	1892.				
46	19th Sept.	Sinapin Siranguin (a Boating Establishment, St. Leu).	He is owed 8 months' wages at the rate of 20 francs a month.	After many difficulties the matter was eventually settled, the Indian declaring himself satisfied with the result.	
47	19th „	Naraganasamy Latchimy (Mr. Bellier, Bras Panon).	Says that he has not received his five years' bounty.	.....	See correspondence which has been sent to Foreign Office on this subject. A typical case of all that is evil in the Protectorate Service.
48	1st Oct.	Papacaoundin Rokiacaoundin (Saminadin Virapin, St. Denis)	His employer told him to declare to the Syndic that he had received the 50 francs bounty agreed to on engagement, but he has not received them yet.	Saminadin produced respectable Indian merchants to prove that he had paid 50 francs to this man.	The bounty, if any, should have been paid in the presence of the Syndic.
49	5th „	Ayassamy Montonsamy (Mr. deKjvéquen, St. Suzanne).	Has not been paid his bounty in the presence of the Syndic. Consul reminds Protector that the instructions referred to in complaint No. 37 of the 16th of June have not been adhered to.	On a sum of 120 francs 105 were paid in the Syndic's office, and the remaining 15 on the man's return to the estate. Complaint not founded.	
50	6th „	Soubava Minatchy (Mr. Cornu, St. Denis).	Employer has sent him away from his estate. He asks that his engagement may be cancelled.	Mr. Cornu had this man condemned to a fine of 10 francs "pour mauvais services," but declines to cancel his engagement.	

51	28th „ .	Poinin Poinamballom (Mr. Lamarque, St. Denis).	He is over-worked, and on his remonstrating with his engagiste yesterday he was assaulted by him.	Complaint not founded. Parquet can not interfere.	
52	3rd Nov. .	Colessy Virage (Mr. Adam de Villeras, St. Marie).	Three weeks ago he was beaten by an employé on the estate. He complained to the police, but nothing has been done yet.	Parquet cannot interfere.	
53	7th „ .	Four Indians (from Mr. Cornu, St. Denis).	They have not received the full amount of wages due to them. Consul asks for their accounts of wages.	Accounts supplied and right amounts have been paid to the plaintiffs.	
54	7th „ .	Mounigadon Sinquy (Mr. Brand, St. Leu).	Says that his engagement is over and asks for his livret.	Owes 112 journées de remploi . .	Indian returned to Consulate some time after and admitted the justice of this claim.
55	1st Dec. .	Marimootoo Cotage, St. Louis .	Will Protector kindly give this man a letter to the authorities at St. Pierre in order to facilitate the formalities necessary to enable him to become French.	Request granted; but notwithstanding the Indian met with much opposition.	(His wishes have not been complied with yet, May 1893.)
56	2nd „ .	Soussé Rayapin (Mr. Bellier, St. Suzanne).	Claims 17 francs for unpaid wages, and he declares that he does not receive proper medical treatment when he is ill.	When he chooses to go to hospital he is treated in the same manner as the other Indians. Rather than keep him any longer, Mr. Bellier has paid him and given him his discharge.	
57	3rd „ .	Ringasamy Mamiapa (MMe. Barbot, St. Louis).	Engagement said to be over. He claims his discharge.	Owes 16 months and 19 days' still.	
58	10th „ .	Saminaden Ramsamy (MMe. Brunet, St. Denis).	He is ill, and instead of being sent to hospital he is made to work.	He has been a deserter for some time, and of course could not be attended to.	

Roll of Complaints preferred by Indian Immigrants at the British Consulate from the 1st of January 1892, to the end of the year 1892—concluded.

No.	Date.	Name of Immigrant and Employer, or Estate on which employed.	Nature of Complaint.	Reply of Local Authorities to whom referred.	Remarks.
	1892.				
59	20th Dec.	Mounousamy Permal (Mr. Claverie, St. Suzanne).	Was assaulted by Mr. Claverie some time ago, and on refusing to work was condemned to macadam by the Juge de Paix.	Case carefully gone into by Parquet, who report that the Judge's action was regular and that there is no ground for further intervention.	
59-A	26th „	Cheda Danesinga (from St. Leu)	He asks for a dispense d'engagement for two of his children whom he wishes to send to school.	Granted on condition they are really sent to school.	

Réunion;
The 25th July 1893.

C. W. BENNETT,
Her Majesty's Consul.